



LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: February 20, 2008

Time: Closed Session 6:00 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTE: All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Actual Litigation: Government Code §54956.9(a); One Case; County of San Joaquin v. City of Stockton et al., San Joaquin County Superior Court, Case No. CV029651
- b) Conference with Dean Gualco, Human Resources Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Lodi City Mid-Management Association Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll call

B. Invocation – Ken Owen, Christian Community Concerns

C. Pledge of Allegiance

D. Presentations

- D-1 Awards – None
- D-2 Proclamations – None
- D-3 Presentations
 - a) Quarterly Update from the Greater Lodi Area Youth Commission (COM)

E. Consent Calendar (Reading; Comments by the Public; Council Action)

- E-1 Receive Register of Claims in the Amount of \$3,991,774.41 (FIN)
- E-2 Approve Minutes (CLK)
 - a) January 16, 2008 (Regular Meeting)
 - b) February 5, 2008 (Shirtsleeve Session)
 - c) February 6, 2008 (Regular Meeting)
 - d) February 12, 2008 (Shirtsleeve Session)
- E-3 Accept the Quarterly Report of Purchases between \$5,000 and \$20,000 (CM)
- E-4 Approve Specifications and Authorize Advertisement for Bids for Portable Self Contained Vacuum Excavation Unit (EUD)

- E-5 Approve Specifications and Authorize Advertisement for Bids for Self-Propelled Mini Digger Derrick (EUD)
- Res. E-6 Adopt Resolution Approving the Purchase of Medium-Duty Equipment Lift from Stertil-KONI, of Stevensville, MD (\$43,370), Using the California Multiple Award Schedules (PW)
- Res. E-7 Adopt Resolution Awarding the Contract for Residential Water Meter Installation Project (Phase 2) to Petersen Construction, Inc., of Reno, NV (\$13,048) (PW)
- Res. E-8 Adopt Resolution Rejecting the Low Bid and Awarding the Contract for the Acceptance Testing and Commissioning of the Killelea Substation Rehabilitation Project to Power Testing and Energization, Inc., of Vancouver, Washington, and Authorizing the City Manager to Approve Change Orders up to \$30,000 (\$148,592) (EUD)
- Res. E-9 Adopt Resolution Authorizing the City Manager to Execute a Third Phase Agreement with Northern California Power Agency for the Western Geothermal, Inc. Renewable Energy Project (EUD)
- E-10 Authorize the Deputy City Manager/Treasurer to Enter into Agreement with Farmers and Merchants Bank of Central California for the Issuance of a City Credit Card for Interim Police Chief David Main (CM)
- Res. E-11 Adopt Resolution Approving the Improvement Deferral Agreement for the Victor Road Improvements for Archer Daniels Midland, 350 North Guild Avenue (PW)
- Res. E-12 Adopt Resolution Authorizing the City Manager to Enter into Contracts to Purchase Replacement Granular Activated Carbon for DBCP Treatment at City Drinking Water Wells for 2008 (\$247,800) (PW)
- Res. E-13 Adopt Resolution Authorizing the City Manager to Execute Agreement with City of Elk Grove Regarding Its Purchase of Compressed Natural Gas from City of Lodi at Municipal Service Center Fueling Station (PW)
- Res. E-14 Adopt Resolution Approving East Lodi Avenue Reconstruction for Proposition 1B Funding (PW)
- Res. E-15 Adopt Resolution Authorizing the City Manager to File an Amended Claim for 2007-08 Transportation Development Act Funds in the Amount of \$3,019,423 from Local Transportation Fund and \$20,049 from State Transit Assistance (PW)
- Res. E-16 Adopt Resolution Approving Application for Rubberized Asphalt Concrete Chip Seal Grant from California Integrated Waste Management Board and Authorizing the City Manager to Execute Grant Agreements (PW)
- E-17 Approve Removal of Three Trees at 1345 West Kettleman Lane in Conjunction with Animal Shelter Arts Project (PW)
- Res. E-18 Adopt Resolution Authorizing Supplemental Funds from the Parks and Recreation Impact Fee Account Toward the Current Restroom Improvements at Henry Graves Park and Beckman Park (\$30,000) (PR)
- E-19 Set Public Hearing for March 5, 2008, to Consider and Approve Community Input and Proposals for Uses of the City's 2008-09 Federal Allocation of Community Development Block Grant and HOME Program Funds and the Reallocation of Available Funds from Previous Program Years (CD)
- E-20 Set Public Hearing for March 5, 2008, to Adopt Federal Fiscal Year 2008 Program of Transit Projects (PW)
- E-21 Set Public Hearing for March 19, 2008, to Consider Resolution Approving New Rates for Solid Waste Collection (PW)

F. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

G. Comments by the City Council Members on Non-Agenda Items

H. Comments by the City Manager on Non-Agenda Items

I. Public Hearings – None

J. Communications

J-1 Claims Filed Against the City of Lodi – None

J-2 Appointments

- a) Appointments to the Lodi Senior Citizens Commission, San Joaquin County Mosquito & Vector Control District, and the Site Plan and Architectural Review Committee (CLK)

J-3 Miscellaneous – None

K. Regular Calendar

K-1 Receive Report Regarding Status of Mokelumne River Bank in the General Vicinity of Pigs Lake within Lodi Lake Park Nature Area (PR)

NOTE: This item is carried over from the meeting of 2/6/08

K-2 Presentation of Electric, Water, and Wastewater Utility First and Second Quarter (Fiscal Year 2007-08) Financial Reports (CM)

NOTE: This item is carried over from the meeting of 2/6/08

Res. K-3 Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the International Brotherhood of Electric Workers for the Period January 1, 2008 through December 31, 2011 (CM)

NOTE: This item is carried over from the meeting of 2/6/08

Res. K-4 Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association for the Period November 6, 2007 through April 30, 2011 (CM)

NOTE: This item is carried over from the meeting of 2/6/08

Res. K-5 Adopt Resolution Establishing Policy for the Ranking of Community Development Block Grant Applications (CD)

K-6 Presentation and Recommendation Regarding Allowance of Parking of Class A Light Duty Tow Trucks, Which are on the Lodi Police Rotational Tow List, in Residential Areas in Advance of a Proposed Ordinance (PD)

K-7 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$30,510.66) (CA)

L. Ordinances – None

M. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl, City Clerk

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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Quarterly Update by the Greater Lodi Area Youth Commission

MEETING DATE: February 20, 2008

PREPARED BY: Brad Vander Hamm, LYC Liaison

RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners do quarterly reports on the activities of the Commission.

FISCAL IMPACT: None

FUNDING AVAILABLE: None

Jim Rodems
Community Center Director

Prepared by: Brad Vander Hamm, Liaison
Greater Lodi Area Youth Commission

APPROVED: _____
Blair King, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims Dated January 24, and January 31, 2008 in the Total Amount of \$3,991,774.41

MEETING DATE: February 20, 2008

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$3,991,774.41

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$3,991,774.41 dated 01/24/08, and 01/31/08. Also attached is Payroll in the amount of \$1,212,481.33

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

Accounts Payable
Council Report

Page - 1
Date - 02/04/08
Amount

As of Thursday	Fund	Name	Amount
01/24/08	00100	General Fund	951,947.29
	00123	Info Systems Replacement Fund	368.57
	00160	Electric Utility Fund	24,880.71
	00164	Public Benefits Fund	425.00
	00170	Waste Water Utility Fund	32,577.92
	00171	Waste Wtr Util-Capital Outlay	495.00
	00172	Waste Water Capital Reserve	342,126.01
	00180	Water Utility Fund	3,893.36
	00181	Water Utility-Capital Outlay	1,027.89
	00210	Library Fund	10,011.82
	00234	Local Law Enforce Block Grant	179.50
	00235	LPD-Public Safety Prog AB 1913	61.57
	00260	Internal Service/Equip Maint	4,543.80
	00270	Employee Benefits	26,431.33
	00300	General Liabilities	1,406.10
	00310	Worker's Comp Insurance	81,399.90
	00321	Gas Tax	54,092.91
	00325	Measure K Funds	76,843.21
	00329	TDA - Streets	3,472.50
	00340	Comm Dev Special Rev Fund	18,185.24
	01218	IMF General Facilities-Adm	1,661.63
	01250	Dial-a-Ride/Transportation	148,627.45
	01410	Expendable Trust	23,203.66
Sum			1,807,862.37
Total for Week			
Sum			1,807,862.37

Accounts Payable
Council Report

Page - 1
Date - 02/04/08
Amount

As of Thursday	Fund	Name	Amount
01/31/08	00100	General Fund	237,381.29
	00123	Info Systems Replacement Fund	7,150.23
	00130	Redevelopment Agency	22,821.86
	00160	Electric Utility Fund	30,512.22
	00161	Utility Outlay Reserve Fund	14,660.00
	00164	Public Benefits Fund	2,761.14
	00170	Waste Water Utility Fund	20,998.48
	00171	Waste Wtr Util-Capital Outlay	527.72
	00172	Waste Water Capital Reserve	1,684,082.20
	00180	Water Utility Fund	3,527.47
	00181	Water Utility-Capital Outlay	240.25
	00210	Library Fund	28,912.40
	00234	Local Law Enforce Block Grant	607.03
	00260	Internal Service/Equip Maint	7,718.99
	00270	Employee Benefits	7,851.80
	00321	Gas Tax	4,430.98
	00340	Comm Dev Special Rev Fund	379.23
	00502	L&L Dist Z1-Almond Estates	655.64
	00503	L&L Dist Z2-Century Meadows I	550.27
	00506	L&L Dist Z5-Legacy I,II,Kirst	831.25
	01218	IMF General Facilities-Adm	1,246.89
	01241	LTF-Pedestrian/Bike	6,337.04
	01250	Dial-a-Ride/Transportation	6,272.08
	01410	Expendable Trust	23,201.20
Sum			2,113,657.66
	00184	Water PCE-TCE-Settlements	19.33
	00190	Central Plume	70,235.05
Sum			70,254.38
Total for Week			
Sum			2,183,912.04

Council Report for Payroll

Page - 1
Date 02/04/08

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	01/27/08	00100	General Fund	820,010.75
		00160	Electric Utility Fund	143,917.63
		00164	Public Benefits Fund	5,208.75
		00170	Waste Water Utility Fund	87,489.59
		00180	Water Utility Fund	1,509.78
		00210	Library Fund	36,294.99
		00235	LPD-Public Safety Prog AB 1913	3,754.65
		00260	Internal Service/Equip Maint	19,172.02
		00321	Gas Tax	55,820.20
		00340	Comm Dev Special Rev Fund	36,188.41
		01250	Dial-a-Ride/Transportation	3,114.56
Pay Period Total:				
Sum				1,212,481.33



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) January 16, 2008 (Regular Meeting)
b) February 5, 2008 (Shirtsleeve Session)
c) February 6, 2008 (Regular Meeting)
d) February 12, 2008 (Shirtsleeve Session)

MEETING DATE: February 20, 2008

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) January 16, 2008 (Regular Meeting)
b) February 5, 2008 (Shirtsleeve Session)
c) February 6, 2008 (Regular Meeting)
d) February 12, 2008 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes, marked Exhibits A through D.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

Attachments

APPROVED: _____
Blair King, City Manager

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JANUARY 16, 2008**

C-1 CALL TO ORDER / ROLL CALL

The City Council Closed Session meeting of January 16, 2008, was called to order by Mayor Mounce at 6:00 p.m.

Present: Council Members – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

C-2 ANNOUNCEMENT OF CLOSED SESSION

- a) Conference with Blair King, City Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, and Association of Lodi City Employees Regarding Maintenance and Operators and General Services Pursuant to Government Code §54957.6
- b) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Part-Time Employees Regarding CalPERS Enrollment Against City of Lodi

C-3 ADJOURN TO CLOSED SESSION

At 6:00 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 7:01 p.m.

C-4 RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:10 p.m., Mayor Mounce reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Both Items C-2 (a) and C-2 (b) were discussion only.

A. CALL TO ORDER / ROLL CALL

The Regular City Council meeting of January 16, 2008, was called to order by Mayor Mounce at 7:10 p.m.

Present: Council Members – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. INVOCATION

The invocation was given by Pastor Chris Chavez, Heartland Community Church.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Mounce.

D. AWARDS / PROCLAMATIONS / PRESENTATIONS

D-1 Awards – None

D-2 Proclamations – None

D-3 (a) Mayor Mounce presented a Certificate of Recognition to David Akin for his 2007 Parks and Recreation Commission Chairmanship.

E. CONSENT CALENDAR

In accordance with the report and recommendation of the City Manager, Council, on motion of Council Member Johnson, Katzakian second, unanimously approved the following items hereinafter set forth **except those otherwise noted**:

- E-1 Claims were approved in the amount of \$6,697,178.55.
- E-2 The minutes of December 18, 2007 (Shirtsleeve Session), December 19, 2007 (Regular Meeting), December 25, 2007 (Shirtsleeve Session), January 1, 2008 (Shirtsleeve Session), January 2, 2008 (Regular Meeting), and January 8, 2008 (Shirtsleeve Session) were approved as written.
- E-3 Approved the request for proposal for acceptance testing and commissioning of the Killelea Substation Rehabilitation project.
- E-4 Adopted the following resolutions:
- Resolution No. 2008-01 authorizing the City Manager to execute an agreement with Woodbridge Irrigation District for the reimbursement of costs for construction of raw water supply piping for the Lodi Surface Water Treatment Plant and appropriating \$60,000 from the Water Development Impact Fee fund; and
 - Resolution No. 2008-02 authorizing the City Manager to execute Amendment No. 1, in the amount of \$32,000, to the contract with HDR Engineering, Inc., to add raw water pump station design and consultations with California Department of Public Health and appropriating funds from the Water Development Impact Fee fund.
- E-5 Accepted improvements under the "Water and Wastewater Main Replacement Program, Project No. 3, Various Locations" contract.
- E-6 Adopted Resolution No. 2008-03 accepting the improvements in Century Meadows Park, 1833 Lexington Drive.
- E-7 Adopted Resolution No. 2008-04 authorizing the City Manager to approve the Northern California Power Agency Green Power Project Amended 3rd Phase Agreement.
- E-8 "Adopt Resolution Ratifying the Employment Agreement Extension between the City Manager and Electric Utility Director George Morrow" was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar**.
- E-9 "Adopt Resolution Amending the Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi for the Period of October 9, 2007 through October 8, 2011" was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar**.
- E-10 "Adopt Resolution Amending the Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters for the Period July 1, 2007 through December 31, 2009" was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar**.
- E-11 Affirmed the Highway 12 Safety and Harney Lane/Highway 99 Interchange projects as the City of Lodi's nominations for the San Joaquin Council of Governments' One Voice trip.
- E-12 Denied the request from San Joaquin Partnership for \$25,000 to serve as a partial match for a grant for the Stockton Metropolitan Airport.

ACTION ON ITEMS REMOVED FROM THE CONSENT CALENDAR

- E-8 "Adopt Resolution Ratifying the Employment Agreement Extension between the City Manager and Electric Utility Director George Morrow"

This item was pulled by Council Member Hitchcock for further information.

City Manager King provided a brief overview of the proposed extension of the employment agreement with the Electric Utility Director.

In response to Mayor Pro Tempore Hansen, Mr. King stated that there are some salary related dynamics with the City Manager and Electric Utility positions. He stated the Electric Utility Director is a highly valued employee and if there is a need at a later date to amend the 5% for him or other management employees, it will be brought back to the City Council.

Mayor Mounce stated she will not be voting in favor of the recommended action because she does not inherently support the six-month severance clause.

MOTION / VOTE:

The City Council, on motion of Council Member Hitchcock, Hansen second, adopted Resolution No. 2008-05 ratifying the employment agreement extension between the City Manager and Electric Utility Director George Morrow. The motion carried by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Johnson, and Katzakian

Noes: Council Members – Mayor Mounce

Absent: Council Members – None

- E-9 "Adopt Resolution Amending the Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi for the Period of October 9, 2007 through October 8, 2011"

This item was pulled by Council Member Hitchcock for further information.

Deputy City Manager Krueger provided a brief overview of the contract amendment and the proposed terms.

Council Member Hitchcock stated she will not be voting in favor of the recommended action due to her concerns regarding setting precedent, mandatory arbitration, salary surveys, long-term contracts, 20% differentials, and only a one percent tie in with the General Fund.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Katzakian second, adopted Resolution No. 2008-06 amending the Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi for the period of October 9, 2007 through October 8, 2011. The motion carried by the following vote:

Ayes: Council Members – Hansen, Johnson, Katzakian, and Mayor Mounce

Noes: Council Members – Hitchcock

Absent: Council Members – None

- E-10 "Adopt Resolution Amending the Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters for the Period July 1, 2007 through December 31, 2009"

This item was pulled by Council Member Hitchcock for further information.

Deputy City Manager Krueger provided a brief overview of the contract amendment and the proposed terms.

Council Member Hitchcock stated she will not be voting in favor of the recommended action due to similar concerns as previously stated on the proposed MOU with the Police Officers Association.

In response to Mayor Pro Tempore Hansen, Mr. Krueger stated the total compensation figures are median numbers based on the salary surveys.

Discussion ensued between Council Member Johnson and Mr. Krueger regarding employee retention data, attrition, and retirements.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Mounce second, adopted Resolution No. 2008-07 amending the Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters for the period July 1, 2007 through December 31, 2009. The motion carried by the following vote:

Ayes: Council Members – Hansen, Johnson, Katzakian, and Mayor Mounce

Noes: Council Members – Hitchcock

Absent: Council Members – None

F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Jack Dunn spoke of his concerns regarding credit card charges incurred by the City and Electric Utility for payments made by credit card and requested staff agendize the matter for further review.
- Robert Raingruber spoke of his concerns regarding the erosion at Lodi Lake and submitted a letter regarding the same.

G. COMMENTS BY CITY COUNCIL MEMBERS ON NON-AGENDA ITEMS

- Council Member Johnson commended the various City departments for their efficient and effective response to the storms.
- Mayor Pro Tempore Hansen reported on his attendance at a workshop in Sacramento and discussed the shift from electric issues to water issues. He also commended the departments for their response to the storms.

H. COMMENTS BY THE CITY MANAGER ON NON-AGENDA ITEMS

- City Manager King stated staff will research and provide an update on the Lodi Lake, credit card, and payment diversity options. He also urged attendance at the January 24 redevelopment open house and briefly discussed the City's receipt of two San Joaquin Council of Governments awards and Federal Emergency Management Agency flood maps.

I. PUBLIC HEARINGS

None.

J. COMMUNICATIONS

J-1 Claims Filed Against the City of Lodi – None

J-2 The following postings/appointments were made:

- a) The City Council, on motion of Council Member Hitchcock, Mounce second, unanimously directed the City Clerk to post and re-post for the following vacancies on the Lodi Arts Commission:

Lodi Arts Commission

Post:

Cynthia Inman Term to expire July 1, 2008

Re-Post:

Two Vacancies Terms to expire July 1, 2008

One Vacancy Term to expire July 1, 2010

J-3 Miscellaneous

- a) The City Council, on motion of Council Member Hitchcock, Katzakian second, unanimously accepted the cumulative Monthly Protocol Account Report through December 31, 2007.

K. REGULAR CALENDAR

- K-1 "Consider Request from San Joaquin County Supervisor Ken Vogel Seeking Financial Assistance for the Development of an Armstrong Road Agricultural/Cluster Zoning Classification"

City Manager King provided a brief overview of the subject matter and Supervisor Vogel's request seeking financial assistance for the Armstrong Road zoning. He specifically discussed the recommended action to enter into negotiations with the County CEO Manual Lopez for an amount lesser than \$300,000, the County's consideration of a proposal, the City's role in developing the subject area, and the Council's discretion on the contribution amount.

In response to Council Member Hitchcock, Mr. King stated that, while there may be some duplication of effort with the General Plan amendment process, additional factual data may also be gathered as a result.

In response to Council Member Hitchcock, Mr. King stated the hierarchy of issues includes the comfort level with the current zoning and the level of participation to change that zoning. Mr. King stated it is his opinion that the Board of Supervisors will not proceed with the matter unless the City provides some financial support as well.

In response to Mayor Pro Tempore Hansen, Mr. King stated the 12 votes for the annexation are not necessarily those of the property owners.

Discussion ensued among Council Member Hitchcock, Mayor Mounce, and Mr. King regarding the recommended action, development compromise, citizen desires for the proposed area, Environmental Impact Report application, and the value of negotiations to the City.

In response to Mayor Pro Tempore Hansen, Mr. King confirmed that he believes the only way the matter can go forward with the Board of Supervisors is based on some form of financial contribution from the City.

In response to Council Members Katzakian and Hitchcock, Mr. King confirmed that the recommended action is to negotiate with Manual Lopez a contribution figure of less than \$300,000 to keep the project going forward.

In response to Council Member Johnson, Mr. King clarified that there are 181 property owners and there is a difference between the ability to vote if one is both a landowner and property owner versus just a landowner. Mr. King stated a voter must live in the voting district.

Pat Stockar spoke in support of a financial contribution from the City to the subject area zoning efforts and pursuing negotiations regarding the same. Discussion ensued between Mr. Stockar and Council Member Hitchcock regarding protections with AL-5 zoning, State law prohibition on leap frog development, proposal terms regarding annexation and development, discretion of local municipality to make decision, similar examples of zoning in Morada and Tracy, and the overall needs and desires of the farming community.

In response to Mayor Pro Tempore Hansen, City Attorney Schwabauer stated the sphere of influence does not give zoning authority until land is annexed and it is difficult to zone in perpetuity.

Bruce Fry spoke in support of a City financial contribution to the proposal and AL-5 zoning. A brief discussion ensued between Mr. Fry and Council Member Hitchcock regarding the terms of the proposal as they relate to property rights.

Pat Patrick spoke in support of the staff recommendation to enter into negotiations with the County CEAO to determine a contribution amount.

In response to Council Member Hitchcock, Planning Manager Peter Pirnejad provided a brief report of the Planning Commission's consideration, recommendation, and mixed reaction regarding the subject matter.

Ann Cerney spoke of her concerns regarding jurisdiction and a meaningful ability to participate in the process.

MOTION / VOTE:

The City Council, on motion of Council Member Johnson, Hansen second, unanimously directed the City Manager to negotiate with County Administrator Manuel Lopez and recommend a level of funding for subsequent Council consideration.

RECESS

At 9:30 p.m., Mayor Mounce called for a recess, and the City Council meeting reconvened at 9:40 p.m.

K. REGULAR CALENDAR (Continued)

K-2 "Adopt Resolution Approving Amendment to Woodbridge Irrigation District Water Purchase Agreement"

City Manager King briefly introduced the subject matter of an amendment to the water purchase agreement with the Woodbridge Irrigation District. Public Works Director Prima provided a brief presentation regarding the same.

In response to Mayor Pro Tempore Hansen, Mr. Prima stated the terms, price, and language of the agreement are similar and equal to the agreement with the city of Stockton.

Discussion ensued between Council Member Hitchcock, Mr. Prima, and Mr. Schwabauer regarding subordinating the first contract position to Stockton, right of first refusal for sale, rights for annexed land for both cities in the future, definitions of various types of water in the agreement, preclusion of the first 6,500 in the additional water term, related contract terms, dry year supply, hierarchy among the cities, and paragraph 3 of the initial and new contract.

In response to Council Member Katzakian, Mr. Prima stated the district runs from North Stockton up and to the west. He stated Stockton has annexed lands in the District. Mr. King stated a question regarding exercising the right to first refusal may still remain.

In response to Council Member Johnson, Mr. Prima stated Stockton will likely use its allocation before Lodi uses its allocation. He stated language and delivery will continue to be worked out.

Discussion ensued between Council Member Hitchcock, Mr. Prima, and Mr. Schwabauer regarding Stockton obtaining water after Lodi has received its allocation, dry year cut backs as defined by measurements from East Bay and not the actual amount of water, environmental based definitions, and banking of water.

In response to Council Member Hitchcock, Mr. Prima stated over time the water table will likely rise.

In response to Mayor Pro Tempore Hansen, Mr. Prima stated the District could stipulate regarding its ability to sell water to differing agencies.

Discussion ensued between Mayor Pro Tempore Hansen and Mr. Christensen regarding the ability of the District to provide future water, two to three year dry period in 21 years where approximately one half of the water was received, the District's future tied to annexations and agriculture, the City's ability to negotiate after 40 years, and additional water supply in the Delta and conservation efforts to meet obligations for both cities.

In response to Mayor Pro Tempore Hansen, Mr. Christensen stated it is difficult to take the water outside of the County for delivery purposes so the primary goal is to keep and use it locally.

In response to Mayor Pro Tempore Hansen, Mr. Prima confirmed that the City retains a right of first refusal.

In response to Council Member Johnson, Mr. Schwabauer stated reasonableness is generally determined by the courts and there is an obligation to negotiate in good faith. He also stated pinning down the 40 years was important.

Ann Cerney spoke of her concerns regarding fast growth, urbanization, and the need for water to remain in the North County.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Katzakian second, adopted Resolution No. 2008-08 approving amendment to Woodbridge Irrigation District Water Purchase Agreement. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, and Mayor Mounce

Noes: Council Members – Hitchcock and Johnson

Absent: Council Members – None

K-3 “Mid-Year Budget Review and Adopt Resolution Revising 2007-08 Budget Appropriations”

City Manager King provided a brief introduction to the topic of mid-year budget review and related appropriations including training for committee and commission members.

Deputy City Manager Krueger provided a PowerPoint presentation regarding the mid-year budget review. Specific topics of discussion included general fund summary for adjustments and one-time expenses, electric fund summary, water fund summary, wastewater utility fund summary, vehicle replacement fund summary, self-insurance summary, community development fund summary, statements of changes in each fund, and position control for departments.

In response to Council Member Hitchcock, Mr. King stated the \$20,000 figure was arrived at based on history of conference usage and Planning Commission registration budget.

In response to Council Member Johnson, Mr. King stated the number allocated for the web camera appears to be sufficient at the current time.

In response to Mayor Pro Tempore Hansen, Fire Chief Pretz stated that, with respect to the \$190,000 figure for dispatch, \$150,000 is for equipment and \$40,000 is for training, tuition, and overtime.

In response to Council Member Johnson, Mr. Krueger stated position control was updated to include the four police jailers/dispatchers, who are also included in the training.

In response to Council Member Hitchcock, Chief Pretz stated the \$40,000 is both for overtime and training because the dispatchers have not received training since 2001.

In response to Mayor Pro Tempore Hansen, Interim Police Chief Main stated that, while the web cam is designed as a marketing tool, it does have video surveillance and retention capabilities.

Discussion ensued between Council Member Hitchcock and Electric Utility Director Morrow regarding the Roseville CT sale, related numbers, and the need for adjustments in the future.

In response to Mayor Pro Tempore Hansen, Mr. Krueger confirmed that the \$2.3 million was transferred from water to wastewater and reflected in the fund balances as needed.

In response to Council Member Hitchcock, Mr. King stated staff is addressing concerns regarding guidelines for the vehicle replacement policy and will bring the replacement schedule back for consideration.

MOTION #1 / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Mounce second, approved the one-time adjustment of \$190,000 for Fire dispatch and equipment. The motion carried by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Mounce

Noes: Council Members – Johnson

Absent: Council Members – None

MOTION #2 / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Katzakian second, unanimously approved the one-time adjustment of \$50,000 for the Granicus system for the City Clerk's Office.

MOTION #3 / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Mounce second, unanimously approved the one-time adjustment of \$10,000 for web cam in downtown Lodi.

MOTION #4 / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Mounce second, unanimously approved the transfer of \$11,875 from Parks Donations to the Parks and Recreation budget for various small projects including riverbank repair at Lodi Lake.

MOTION #5 / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Mounce second, unanimously appropriated \$20,000 to non-departmental accounts for the training and development of Board and Commission members through attendance at seminars and/or conferences.

MOTION #6 / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Katzakian second, unanimously appropriated \$40,000 to the Public Works Department for the graffiti abatement program.

MOTION #7 / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Katzakian second, unanimously transferred \$89,000 to the Equipment Replacement Fund for failing radio equipment in the Police Department.

MOTION #8 / VOTE:

The City Council, on motion of Council Member Johnson, Hansen second, unanimously revised position titles to Assistant Planner (from Transportation Technician) and Senior Building Inspector (from Plan Check Engineer) and added the position of Code Improvement Officer – Supervisor.

MOTION #9 / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Katzakian second, unanimously adopted Resolution No. 2008-09 revising the 2007-08 Operating and Capital Improvement Budget for the fiscal year beginning July 1, 2007 and ending June 30, 2008.

VOTE TO CONTINUE WITH THE REMAINDER OF THE MEETING

The City Council, on motion of Council Member Johnson, Hansen second, unanimously voted to continue with the remainder of the meeting following the 11:00 p.m. hour.

RECESS

At 11:30 p.m., Mayor Mounce called for a recess, and the City Council meeting reconvened at 11:35 p.m.

K. REGULAR CALENDAR (Continued)

K-4 “Review of City’s Annual Financial Report (Fiscal Year 2006-07) by Macias, Gini & O’Connell, LLP”

City Manager King provided a brief introduction of the subject matter and overview of the state budget.

Scott Brunner of Macias, Gini & O’Connell, LLP provide a brief overview of the Comprehensive Annual Financial Report (CAFR) summaries as provided in the report in the agenda packet.

In response to Council Member Hitchcock, Mr. Krueger stated staff is estimating on a conservative basis as it relates to mandated costs.

In response to Mayor Pro Tempore Hansen, Mr. Krueger and Mr. Brunner confirmed that an unqualified opinion states that nothing needs to be addressed or otherwise fixed.

In response to Mayor Mounce, Mr. Brunner confirmed that the prior years’ findings, including those associated with safety requirements and Community Development Block Grant, have been addressed, resolved, and no matters remain outstanding.

In response to Mayor Pro Tempore Hansen, Mr. King stated there is a phased approach to repairing the safety room needs and the IBM program provides back-up.

In response to Mayor Mounce, Mr. King stated there may be some incongruence between departments as it relates to CalPers, but it has to do generally with timing.

In response to Council Member Hitchcock, Mr. Krueger stated the general fund balance reflects both reserved and unreserved portions. Mr. King stated the minimum target for unrestricted unreserved is about \$6.5 million.

Discussion ensued between John Johnson, Mr. King, Mr. Krueger, and Mr. Brunner regarding the timing of the CAFR and the opportunity to have it completed earlier.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Johnson second, unanimously received the City's Annual Financial Report for fiscal year 2006-07.

- K-5 "Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Mark Thomas & Company and Cooperative Agreement with San Joaquin Council of Governments for Preparation of State Route 99/Harney Lane Interchange Project Study Report and Project Report and Appropriating Funds (\$700,000)"

City Engineer Wally Sandelin provided a brief presentation regarding the Harney Lane Widening Project. Specific topics of discussion included project location, reasoning for widening, timing, key areas, Lower Sacramento Road intersection, west of Lower Sacramento Road, east of Lower Sacramento Road, Hutchins Street intersection, and summary regarding the same.

In response to Council Member Hitchcock, Mr. King stated specifics regarding the funding remains unknown at the current time, but the objective is to start to prepare the plans, new development will be obligated to pay its share of costs, and developers will likely make up the difference from Measure K and grant funding.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Katzakian second, unanimously adopted Resolution No. 2008-10 authorizing the City Manager to execute a professional services agreement with Mark Thomas & Company and cooperative agreement with San Joaquin Council of Governments for preparation of State Route 99/Harney Lane Interchange Project Study Report and Project Report and appropriating funds in the amount of \$700,000.

L. ORDINANCES

None.

M. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 12:16 a.m., Thursday, January 17, 2008.

ATTEST:

Randi Johl
City Clerk

**CITY OF LODI
 INFORMAL INFORMATIONAL MEETING
 "SHIRTSLEEVE" SESSION
 CARNEGIE FORUM, 305 WEST PINE STREET
 TUESDAY, FEBRUARY 5, 2008**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, February 5, 2008, commencing at 7:00 a.m.

A. ROLL CALL

Present: Council Members – Hansen, Hitchcock (arrived at 7:01 a.m.), Johnson, Katzakian, and Mayor Mounce

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and Deputy City Clerk Perrin

B. TOPIC(S)

B-1 "Proposed West Side 60kV Transmission Project"

City Manager King briefly introduced the subject matter of the proposed west side 60kV transmission project.

With the aid of a PowerPoint presentation (filed), Electric Utility Director George Morrow explained that Lodi currently imports its power through a single pipe from PG&E's Lockeford Substation to the east. The City's liability is contingent on the Lockeford Substation, and over the years outages at this substation have resulted in power failures in Lodi. The solution is to construct new transmission facilities to the west to diversify source and location of power imports. Additionally, Mr. Morrow explained that Lodi's current import capacity is 130 megawatts (mw), which is not enough capacity on a long-term basis, and the combustion turbine is often utilized to reliably meet electric loads over that amount. PG&E could upgrade its 60kV transmission circuits in the area; however, it has not committed to a specific timetable to address the needed improvements. In lieu of the upgrade, construction of new transmission facilities would increase import capacity.

Council Member Johnson questioned if PG&E is mandated to upgrade its facility, to which Mr. Morrow responded that it has a statutory requirement to provide reliable, firm transmission capacity; however, PG&E must work through the California Independent System Operator (CalISO), which is a very involved process.

Mayor Pro Tempore Hansen questioned what the consequences would be if the capacity issues were not addressed, to which Mr. Morrow stated that the Utility would need to curtail the load, by switching off circuits and implementing rotating blackouts, or import more power.

Mr. Morrow stated that a new transmission line to the west is an excellent solution to the reliability and capacity issues due to the fact that it would aid in the performance of the electrical network, that strong electrical systems exist in the vicinity of I-5, and there is an opportunity for direct connection to the Northern California Power Agency (NCPA) power projects. This would enable the City to bypass paying transmission costs to other agencies, and the savings could potentially cover the circuit costs. Previous attempts were made in 1988, 1998, and 2001 to build new transmission into Lodi, and, although progress was made, no final actions were taken to complete the effort, due largely to concerns expressed by the agricultural community. Funding to cover the project was allocated from the NCPA bond issue; however, those funds remained unused for quite some time and were eventually utilized for other purposes. City Council recently authorized retaining Auriga Corporation to review the project, and the consultant has identified seven possible routes and more closely reviewed three, taking into consideration the concerns of the agricultural community.

In response to Mayor Pro Tempore Hansen, Mr. Morrow stated that one of the benefits of the western line is "behind the meter" generation (i.e. using Lodi's own circuits), which could save \$5 to \$10 per mw hour. Additionally, the Lodi Energy Center could reduce transmission charges for the project. All of these reductions in cost would be passed onto the rate payers.

Mr. Morrow briefly reviewed the seven alternatives, using a detailed diagram and an aerial view, and explained some of the pros and cons. Some of the concerns on the various options include running the line straight along Highway 12 as previously discussed, lack of frontages on Highway 12, slicing up properties if run diagonally, and interference with the airport that may require costly underground work.

In response to Mayor Pro Tempore Hansen, Mr. Morrow stated that the City would most likely work with PG&E to upgrade the existing utility poles, rather than build new ones on the opposite side of the street. Where the PG&E poles end, the line could veer south, thereby missing the wineries. Mr. Morrow added that the new poles would be higher.

Council Member Johnson questioned what would happen with the existing poles near the proposed substation, to which Mr. Morrow replied that those are stub poles and they would be cleaned up and integrated. Mr. Johnson questioned how much more it would cost if a new substation was built in the vicinity of Davis Road and Harney Lane. Mr. Morrow explained that the substation is proposed to be located on Highway 12 near Chili's restaurant; the other site is not being recommended. The consultant only identified that location on the off chance the substation could not be built on Highway 12.

In response to Council Member Hitchcock, Mr. Morrow stated that, as long as the utilities are built overhead, it is anticipated that the cost of the project would be less than running the line straight down Highway 12 as originally proposed because the cost is based on a linear foot calculation. Furthermore, overhead is more reliable and is easier to maintain and repair. A complete underground project would significantly increase the cost of the project; therefore, the objective is to select a route that does not go underground. The project cost would be in the range of \$8 million to \$10 million, with an annual fixed cost of \$800,000 to \$1 million; however, savings from the behind the meter generation could equal or exceed the costs of the project.

In response to Council Member Johnson, Mr. Morrow stated that the savings and opportunity to offset costs would be pointed out to the rating agencies. It may be possible to bundle the debt service with the Lodi Energy Center or to join the Transmission Agency of Northern California bond that it will be taking out to upgrade and build circuits. It is not anticipated that this project would increase rates.

Mayor Pro Tempore Hansen stated that, because of the volatility in the rate market and issues associated with CalISO, the rates will continue to increase; however, this project could slow down the need for rate increases or, better yet, reduce them.

In response to Council Member Katzakian, Mr. Morrow stated that the new power plant operates 85% to 90% of the time and is down only for regular maintenance purposes.

Mr. Morrow summarized that staff is intending to move forward with this project, will work with area residents and impacted parties to gain support for the preferred route, and will return to Council with a final report. Once the route is identified, the required environmental impact work will take place, with an anticipated operational date no later than 2011 to 2012. Mr. King added that no formal actions would be taken outside of the Council.

PUBLIC COMMENTS:

- Terry Quashnick, representing a local plastics company, expressed support for the project, stating that outages have a serious negative affect on its industry, particularly when the system shuts down in the middle of a production run. He hoped that all involved parties can work together to see this project through.

Mayor Pro Tempore Hansen expressed support for this project as it would address reliability, capacity, and controlling costs, which would have a positive affect on rate payers.

In response to Council Member Hitchcock, Mr. Morrow stated that there is some flexibility in connecting with the western system and staff will monitor how the CallSO marketing strategy affects the City. In further response, Mr. Morrow stated that the cost to install underground lines at the airport doubles the cost of the transmission; however, he believed there may be other alternatives, and staff will continue to look into the matter and work with airport staff. Council Member Hitchcock expressed support for constructing this project as inexpensively as possible and believed that, if it is more costly to build underground due to the airport, other alternatives should be explored.

Council Member Johnson agreed with Ms. Hitchcock and pointed to page 75 of the Transmission Line Study Final Report, stating that the City legally has the right to take whatever steps necessary to accomplish this goal.

In response to Council Member Katzakian, Mr. Morrow stated that the route straight down Highway 12 will not initially be considered, due to the concerns of property owners as well as the higher cost; however, the possibility will not be rejected entirely in case there is no better approach.

C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

None.

D. ADJOURNMENT

No action was taken by the City Council. The meeting was adjourned at 7:47 a.m.

ATTEST:

Jennifer M. Perrin
Deputy City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, FEBRUARY 6, 2008**

C-1 CALL TO ORDER / ROLL CALL

The City Council Closed Session meeting of February 6, 2008, was called to order by Mayor Mounce at 6:05 p.m.

Present: Council Members – Hansen, Hitchcock, Johnson, Katzakian [excluding C-2(a) and C-2(b)], and Mayor Mounce

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and Deputy City Clerk Perrin

C-2 ANNOUNCEMENT OF CLOSED SESSION

- a) Actual Litigation: Government Code §54956.9(a); One Case; *People of the State of California; and the City of Lodi, California v. M & P Investments, et al.*, United States District Court, Eastern District of California, Case No. CIV-S-00-2441 FCD JFM
- b) Actual Litigation: Government Code §54956.9(a); One Case; *City of Lodi v. Michael C. Donovan, an individual; Envision Law Group, LLP, et al.*, San Francisco Superior Court, Case No. CGC-05-441976
- c) Actual Litigation: Government Code §54956.9(a); One Case; *County of San Joaquin v. City of Stockton et al.*, San Joaquin County Superior Court, Case No. CV029651
- d) Conference with Dean Gualco, Human Resources Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Lodi City Mid-Management Association Pursuant to Government Code §54957.6
- e) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Cynthia Green against City of Lodi Based on Property Damage

C-3 ADJOURN TO CLOSED SESSION

At 6:05 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 7:15 p.m.

C-4 RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:19 p.m., Mayor Mounce reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

In regard to Item C-2 (a), Council voted to not pursue the case against Mr. Speakerman who recently passed away; therefore, this particular matter is resolved.

Items C-2 (b), C-2 (c), C-2 (d), and C-2 (e) were all discussion and direction only.

A. CALL TO ORDER / ROLL CALL

The Regular City Council meeting of February 6, 2008, was called to order by Mayor Mounce at 7:19 p.m.

Present: Council Members – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and Deputy City Clerk Perrin

B. INVOCATION

The invocation was given by Senior Associate Pastor Glen Barnes, First Baptist Church.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Mounce.

D. AWARDS / PROCLAMATIONS / PRESENTATIONS

- D-1 Awards – None
 - D-2 Proclamations – None
 - D-3 Presentations – None
-

E. CONSENT CALENDAR

In accordance with the report and recommendation of the City Manager, Council, on motion of Council Member Johnson, Katzakian second, unanimously approved the following items hereinafter set forth **except those otherwise noted**:

- E-1 Claims were approved in the amount of \$5,135,028.80.
 - E-2 The minutes of January 15, 2008 (Shirtsleeve Session), January 22, 2008 (Shirtsleeve Session), January 24, 2008 (Special Meeting / Workshop), and January 29, 2008 (Shirtsleeve Session) were approved as written.
 - E-3 Accepted the quarterly report of the City of Lodi pooled money investments as required by Senate Bill 564 and the City of Lodi Investment Policy.
 - E-4 Approved the City of Lodi Annual Investment Policy and Internal Control Guidelines.
 - E-5 “Approve Request for Proposals and Authorize Advertisement for Architect Services to Prepare the Grape Bowl Phase I Renovation Design” was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar**.
 - E-6 “Approve Request for Proposals and Authorize Advertisement for Engineering Services to Prepare a Specific Plan Report for the Harney Lane Widening Project, ½-Mile West of Lower Sacramento Road to 540 Feet West of Stockton Street” was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar**.
 - E-7 Adopted Resolution No. 2008-11 rejecting the low bid and awarding the contract to the next lowest responsible bidder to replace and upgrade the existing Utility Supervisory Control and Data Acquisition System to Survalent Technology, of Mississauga, Ontario Canada, and appropriating funds in the amount of \$199,600.
 - E-8 Adopted Resolution No. 2008-12 accepting improvements at 1125 East Pine Street.
 - E-9 Adopted Resolution No. 2008-13 approving contract with Pyro Spectaculars, Inc. for 2008 Fourth of July.
 - E-10 “Adopt Resolution Authorizing the City Manager to Execute the Revised Exclusive Feasibility Study Period Agreement with PAM Development, Inc., for the Railroad Avenue Senior Housing Project” was **pulled from the agenda**.
 - E-11 Adopted Resolution No. 2008-14 approving the Hazard Mitigation Plan.
 - E-12 “Adopt Resolution to Approve the Forgiving of the Remaining Loan Balance of \$359,950 from the Lodi Veteran’s Monument Foundation, a Non-Profit Corporation of California” was **removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar**.
-

ACTION ON ITEMS REMOVED FROM THE CONSENT CALENDAR

- E-5 "Approve Request for Proposals and Authorize Advertisement for Architect Services to Prepare the Grape Bowl Phase I Renovation Design"

City Manager King explained that the Phase 1 design, which is conceptual at this time, would address the entrance plaza and the Americans with Disabilities Act (ADA) ramps on the west side of the facility.

In response to Council Member Hitchcock, Public Works Director Prima stated that the estimate for the Phase I plan is \$120,000 and \$1.1 million was the original estimate for the west end entry work. Phase I does not address all of the issues at the Grape Bowl; only the immediate ADA concerns. Council Member Hitchcock expressed concern that the Council has not had an opportunity to weigh in on whether the City should spend \$1.1 million on this project and she felt this action was premature.

In response to Mayor Pro Tempore Hansen, Mr. Prima stated that Community Development Block Grant (CDBG) funding and donations would be put toward the Phase I plans. Mr. King added that the ADA Transition Plan states the City will move forward on the handicap issues around this timeframe, but the City does not have the funding to implement the maximum renovations to make it a more user-friendly, multi-purpose facility.

Mayor Pro Tempore Hansen expressed support for addressing the handicap issues now so that the facility can continue to be utilized and that the City is in compliance with the ADA Transition Plan.

Council Member Johnson stated this has been an ongoing problem for years and steps have been taken to allocate and raise money. Phase I will not fix all of the issues; however, it is the beginning step to saving the Grape Bowl. Mr. Johnson urged staff to negotiate with opponents during the plan phase to look at every opportunity possible for addressing the ADA requirements.

Mayor Mounce expressed concern that the Grape Bowl plans would ultimately be shelved, similar to the plans for the indoor sports center, aquatic center, animal shelter, and library. She added that Lodi Unified School District is the only entity currently using the Grape Bowl, yet it is not willing to help pay for the improvements.

In response to Council Member Hitchcock, Mr. Prima stated that the ramp issues are not solely ADA requirements; they are also Building Code conditions relating to the exiting of large numbers of people. This phase will bring the City closer to meeting the major compliance issues; however, he anticipated there would be future requests for capital maintenance (e.g. inadequate concession stands, field repairs, drainage, etc.).

Council Member Katzakian questioned how much longer the facility can be used if the ADA requirements are not addressed, to which City Attorney Schwabauer responded that the ADA Transition Plan does not have an exact date; however, the City must comply with the plan it created, or it could be sued.

Mayor Mounce stated she had been supportive of this request until learning the cost for the architectural design services, which would address only the minimum requirements. Mr. Prima reminded Council that there is a step in the process to return with the design costs, as this request is only for the request for proposals.

Jack Fiori, member of the Grape Bowl Ad Hoc Committee, stated that the private fund-raising committee has contacted individuals, developers, and private citizens and to date has raised over \$100,000. The committee initially received great commitments until the economy fell.

In response to Mayor Mounce, Mr. Fiori stated that the Grape Bowl needs to be marketed out to the general public and he believed that providing adequate entrances and restrooms would generate more interest in the facility.

Council Member Johnson stated that the Council needs to have the political will to market the facility despite objections by local residents. He further added that redevelopment funding may be a viable option down the road.

Mr. King reminded Council that in 2007 CDBG funds were appropriated for the project and that the San Joaquin County Board of Supervisors contributed \$250,000 from its 2007 discretionary fund and another \$200,000 in 2008. The County gave the City two years to comply in moving this project forward, and the CDBG funds are only available for a limited time.

Community Improvement Manager Joseph Wood reported that the City is currently within the guidelines to hold the CDBG funds for another year, but no longer than that.

In response to Mayor Mounce, Mr. Prima stated that the general rule for estimating the request for proposal cost is to calculate 10% of the estimated construction cost.

Mayor Pro Tempore Hansen pointed out that the City also uses the Grape Bowl facility for adult and youth sports.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Katzakian second, approved the request for proposals and authorized advertisement for architect services to prepare the Grape Bowl Phase I Renovation design. The motion carried by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Johnson, and Katzakian

Noes: Council Members – Mayor Mounce

Absent: Council Members – None

- E-6 “Approve Request for Proposals and Authorize Advertisement for Engineering Services to Prepare a Specific Plan Report for the Harney Lane Widening Project, ½ Mile West of Lower Sacramento Road to 540 Feet West of Stockton Street”

Public Works Director Prima briefly introduced the subject matter, stating that certain issues pertaining to access still need to be formalized and that public participation will be emphasized in this project.

Greg Costa, representing a cherry packing/shipping business on Harney Lane, expressed concerns regarding potential business interruptions during the widening project, which is estimated to take up to two years. From the middle of April to June, there are refrigerated tractor trailers continuously moving in and out of the business, and any interruptions during that time period would affect their ability to operate. He pointed out that he heard about the Council meetings by accident and requested that the City communicate with the stakeholders, preferably via phone or fax. In regard to the stakeholder meetings, he requested that they be scheduled either before or after the cherry season. The request for proposals is currently worded to preclude a left-turn lane onto the northern part of his property, and he requested it be re-worded to not entirely rule out the possibility. Various studies indicate that non-residential is the best use for the property, which would require a left-turn lane, and he further hoped the request for proposals would take into account the upcoming General Plan update.

Mike Carouba stated that the plan is preliminary at this time; however, he hoped there would be a market based adjustment with access to the intersection for non-residential opportunities. No potential for left-turn access would limit the area to residential only.

Council Member Johnson urged staff to properly notify residents and business owners on Harney Lane throughout this process.

In response to Council Member Hitchcock, Mr. Prima stated that left-turn lanes on major intersections depend on the traffic volume as well as needs of the businesses. He stressed that this is a preliminary plan and that it will be compatible with the General Plan in regard to land use.

In response to Mayor Mounce, Mr. Prima explained that notification is sent to property and business owners based on Assessors records, which will be handled by the consultant. In further response, Mr. Prima pointed out there is a grade separation near the railroad on Harney Lane that is close to Mr. Costa's property, which will not have access.

In response to Council Member Hitchcock, Mr. Prima stated the General Plan will determine the land use and the road will follow the General Plan.

In response to Mayor Pro Tempore Hansen, Mr. Prima confirmed that the concerns brought up at this meeting by Mr. Costa would be passed along to the consultant.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Johnson second, unanimously approved the request for proposals and authorized advertisement for engineering services to prepare a Specific Plan Report for the Harney Lane Widening Project, ½-mile west of Lower Sacramento Road to 540 feet west of Stockton Street.

- E-12 "Adopt Resolution to Approve the Forgiving of the Remaining Loan Balance of \$359,950 from the Lodi Veteran's Monument Foundation, a Non-Profit Corporation of California"

City Manager King provided a brief introduction of the subject matter, stating that the Lodi Veteran's Monument Foundation has disbanded and the organization disbursed its last remaining funds of \$10,000. It is necessary to write off the balance owing so that it no longer shows as an asset.

Deputy City Manager Jim Krueger added that, from an accounting standpoint, it is not possible to collect on a debt from an organization that no longer exists; therefore, it should be written off that the receivable has no value.

Mayor Pro Tempore Hansen stated that the organization made an admirable effort in raising funds, believed the group's intention to repay the debt was genuine, and felt the City had a responsibility too in honoring its veterans. For those reasons, he believed the request was reasonable.

Council Member Hitchcock believed this action would set a precedent of canceling out debts and she wondered if Council would have approved this project knowing the debt would not be repaid as promised. She preferred the account remain active in order to encourage future donations.

Council Member Johnson pointed out that donations can still be made to this and other projects through the Lodi Community Foundation and he believed the project was approved with only the best intentions; however, there are no guarantees on the success of this or any other project.

Mayor Mounce agreed that, from an accounting standpoint, accounts on the books will be audited and there is an expectation that, if an organization no longer exists, it should not remain on the ledger.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Hansen, Johnson second, adopted Resolution No. 2008-15 forgiving the remaining loan balance of \$359,950 from the Lodi Veteran's Monument Foundation, a non-profit corporation of California. The motion carried by the following vote:

Ayes: Council Members – Hansen, Johnson, Katzakian, and Mayor Mounce

Noes: Council Members – Hitchcock

Absent: Council Members – None

F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Beth Kim, owner of the Comfort Suites on Kettleman Lane and past president of the Lodi Conference and Visitors Bureau (LCVB), updated Council on the recent accomplishments of LCVB, including Huell Howser's visit to Lodi in October; the televised broadcast of his Lodi show on Thursday, February 7 at 8 p.m. on KVIE Channel 6; the Salmonid Restoration Conference in Lodi from March 5 – 8, which will bring an estimated 400 to 500 attendees and an economic impact of \$20,000 to \$30,000; and the completion of the 2008 Lodi Community & Visitors Guide, which was produced in conjunction with the Chamber of Commerce.
- Ann Cerney expressed her concern that redevelopment is being portrayed by City staff with only positives and not enough information is being presented regarding the down side of debt. Redevelopment agencies require that 20% of funding be used for affordable housing; however, that has not occurred in California. To date, she has not heard a definitive dollar amount presented to the public, only a conceptual amount, and she stated that she looks forward to more realistic discussions in the future.
- Dave Hinchman agreed with the comments concerning redevelopment and hoped the public would soon be provided with a more accurate picture. Mr. Hinchman requested the City assume the \$1,000 cost to print the list of important phone numbers for senior citizens, which would be mailed out with the City utility bills. This is a helpful resource for seniors and to date very little money has been spent toward Senior Citizens Commission activities. He further believed the City should look closely at its spending.
- Pastor Glen Barnes with First Baptist Church invited the Council and public to attend the presentation of "Step into Africa World Vision Experience: AIDS." Lodi was chosen as one of 70 cities in the United States to host the interactive experience that will give attendees a first-hand journey into the life of a child impacted by the HIV/AIDS crisis. The event will be open to the public February 28 through March 3, and a special breakfast and exhibit walk through specifically for community leaders from the government, education, business, and medical fields will be held on March 3 from 7 to 9 a.m.

G. COMMENTS BY CITY COUNCIL MEMBERS ON NON-AGENDA ITEMS

- Council Member Johnson asked staff to look into the required landscaping that was to be done at the Archer Daniels Midland facility on the corner of Victor Road and Cluff Avenue. The purpose of the greenery was to screen the facility from the highway; however, the landscaping has yet to be completed.
- Mayor Pro Tempore Hansen reported on the San Joaquin Valley Regional Transportation Planning conference he attended in Stockton, which focused on transportation, financing, San Joaquin Council of Governments (SJCOG) One Voice Trip, Route 99, and high-speed rail. He also attended the Northern California Power Agency annual strategic planning workshop January 23 – 25, at which plans for the upcoming year were reviewed and legislative updates were addressed, and the SJCOG meeting, at which the strategic plan for Measure K renewal was approved. Mr. Hansen reported that the timeline for Highway 12 improvements has moved up from 2011 to 2010. In regard to the upcoming difficult budget year, Mr. Hansen requested Council be informed throughout the entire process, particularly if there are potential layoffs as is happening in other cities. He further questioned if Council will be invited to participate in the recruitment process for Police Chief and Public Works Director.
- Council Member Johnson pointed out that high-speed rail is not the same issue as the commuter rail project that is still moving forward.
- Mayor Mounce reported that she recently attended a League of California Cities event in Sacramento and participated in sessions dealing with educating new council members on how to effectively conduct a meeting, land use planning, ethics training, dealing with the media, financial responsibilities, and audit training. She also attended a Lodi Improvement Committee meeting, at which street sweeping was discussed, and she requested that the results of street sweeping on the various test streets (discussed at a past Shirtsleeve Session) be provided to Council. Ms. Mounce expressed gratitude to the Animal Shelter staff and volunteers for their enduring and heart felt efforts at the outdated facility and requested a Council on-site tour of the shelter. Mayor Mounce wished her mother a happy birthday.

H. COMMENTS BY THE CITY MANAGER ON NON-AGENDA ITEMS

- City Manager King thanked Ms. Cerney and Mr. Hinchman for their comments and he welcomed the opportunity to meet with them to discuss their concerns regarding redevelopment. He was unaware of the \$1,000 request for printing and mailing the senior brochure and stated he would look into the matter. Mr. King responded that he anticipates 2008-09 to be a difficult fiscal year and staff will be looking closely at revenue projections and layoffs through attrition. Further, Council will be asked to select a representative(s) to work with staff on the various high-profile recruitments.

In response to Mr. King, Mr. Hinchman stated he believed that City staff needs to get more people interested in redevelopment and meet with groups on an individual basis to talk about the issue and answer questions.

I. PUBLIC HEARINGS

None.

J. COMMUNICATIONS

J-1 Claims Filed Against the City of Lodi – None

J-2 The following postings/appointments were made:

- a) The City Council, on motion of Mayor Mounce, Johnson second, unanimously directed the City Clerk to post for the following expiring terms and vacancies:

Senior Citizens Commission

David Hinchman Term to expire December 31, 2008

Lodi Budget/Finance Committee

Frank Alegre Term to expire June 30, 2009

Lodi Improvement Committee

Ron Lesan Term to expire March 1, 2008

Mikki Simpson Term to expire March 1, 2008

Rosie Ortiz Term to expire March 1, 2008

J-3 Miscellaneous – None

RECESS

At 9:13 p.m., Mayor Mounce called for a recess, and the City Council meeting reconvened at 9:25 p.m.

K. REGULAR CALENDAR

K-1 “Adopt Resolutions Approving Paratransit Service Policy and Implementing Proposed Changes to Existing Dial-A-Ride Services”

Public Works Director Prima reported that the first resolution is to adopt policies for providing Americans with Disabilities Act (ADA) paratransit service as part of the Dial-A-Ride system; the second is to make changes to Dial-A-Ride to deal with the impact of this adjustment in service. The City spends more money on Dial-A-Ride versus the fixed-route system, yet one of the biggest complaints is that Dial-A-Ride cannot meet the demand. With the priority ADA service being added, there will need to be adjustments to the system in order to make it run more efficiently. The main concern regarding the proposed paratransit service policy that was brought up at previous meetings was the too cumbersome certification process, and staff has met with representatives of the Senior Citizens Commission, Lodi Memorial Hospital Adult Day Care Center, Loel Center, and Senior Center to fine tune the process. Further outreach with similar organizations will take

place following approval of the policy. The most significant change from the last time this was brought before Council is that certifications will be accepted from a variety of medical professionals with staff verifying the information. Reservations will be highly encouraged on Dial-A-Ride; therefore, those who do not reserve a ride in advance will be charged a substantial surcharge (i.e. double the fare). With these changes and the software implementation to track rides, the system will run more efficiently and will help keep costs to a minimum, thereby allowing more money to go toward improving the fixed-route system.

Mayor Pro Tempore Hansen suggested that staff contact the kidney dialysis company in Lodi as part of its outreach program and stated he was pleased to see progress made to address the concerns brought up at the previous meetings.

In response to Mayor Pro Tempore Hansen, Mr. Prima stated that staff reviewed the proposed form with interested parties, many of whom were familiar with it from the San Joaquin Regional Transit District (SJRTD). The City's form is less complicated than the SJRTD form, and the City will accept completed forms from those who went through the SJRTD process. In regard to the fare surcharge, staff intends to implement a 30-day warning period in order to get riders accustomed to the change.

In response to Council Member Hitchcock, Transportation Manager Tiffani Fink stated that medical professionals would include registered nurses, licensed vocational nurses, and case workers from outreach facilities, in addition to physicians. Some cities have more stringent requirements that include an assessment to determine one's physical capabilities, whereas other cities have less strict requirements that involve a self certification process. Ms. Fink stated that the trend is based on size, and many of the smaller urban areas are still in the realm of certifications due to smaller number of clientele and less funding.

In response to Mayor Mounce, Tracy Williams with the Loel Center stated that staff has appropriately addressed the concerns brought up previously and she supported the proposal.

In response to Council Member Hitchcock, Mr. Prima stated this is a three-year certification.

MOTION/ VOTE:

The City Council, on motion of Council Member Hitchcock, Mounce second, unanimously adopted the following resolutions:

- Resolution No. 2008-16 approving the Paratransit Service Policy; and
- Resolution No. 2008-17 approving implementation of changes to existing Dial-A-Ride services.

K-2 "Review Action Plan for Enhancing Utility Billing and Collection Services in the Financial Services Division"

City Manager King briefly introduced the subject matter, stating that this item is being brought before Council in response to concerns raised regarding customer service in the Financial Services Division.

With the aid of a PowerPoint presentation (filed), Deputy City Manager Krueger outlined the concerns, which include long lines, long waits on the telephone, non-traditional payment options, billing errors, and courteous customer service. Immediate actions that were taken include staffing changes, temporary customer service boost, and assistance from Information Systems staff.

In response to Mayor Pro Tempore Hansen, Mr. Krueger stated that the statistic of 65,000 calls per year was tracked manually and is not the most current data. One solution to dealing with the heavy calls was to have a staff member serve as a receptionist to queue the phone calls and provide the option of leaving a voice mail message. Unfortunately, the phone system is antiquated and cannot handle the high volume of calls.

In response to Council Member Hitchcock, Mr. Krueger stated there are 13 employees assigned to the customer service area and their time is split among the counter, phone, and office duties. The employees are cross trained; however, it is a cumbersome system to learn and the training takes concentrated time and effort. Employees have been moved on a temporary basis from the back accounting offices to the counter and from the Purchasing Division to assist with customer service.

Mayor Mounce stated that there have been staff cut backs in this division over the last two to three years and moving resources from department to department is not the answer.

Discussion ensued among Mayor Mounce, Council Members Johnson and Katzakian, Mr. Krueger, and Mr. King as to the types of over the counter service, why some people prefer to pay their bills in person, how Lodi compares to other cities in cash payments, and possible incentives to those who pay by check or money order.

Mr. Krueger reviewed other potential solutions including repositioning staff to better serve, audio visual equipment, name badges, outside experts to better train staff, task force to tackle billing issues, and alternatives to traditional payment modes such as advance payments, drop box and lock box payments with self service stubs, on-line payments, quick payments, and pay stations.

In response to Mayor Mounce, Mr. Krueger stated that staff from Electric Utility and Financial Services would sit on the task force.

Mr. Krueger reviewed the long-term issues including replacing the outdated billing and collection software, working toward a plan for excellent customer service, developing standards, and measuring performance against those standards. As part of the customer service action plan, the staffing needs will be analyzed for efficiencies and effectiveness against all Internal Services Department divisions.

Council Member Hitchcock suggested surveying other cities' statistical data on how they handle heavy traffic.

Greg Ramirez, Vice President of the Lodi Chapter of the American Federation of State County & Municipal Employees (AFSCME) Local 146, speaking on behalf of the 184 members of the General Services and Maintenance & Operators units, read a prepared statement (filed) regarding alleged rude customer service, long waits, staffing levels, re-assignment of Purchasing Division staff, Field Service Division meter mis-reads, purchase of new utility billing software, alternative payment options, and the proposed task force. Mr. Ramirez submitted the following requests: 1) The re-assignment of the Purchasing Technician be reviewed and returned to the Purchasing Division; 2) The need for additional staff be reviewed and recruitments begin for customer service representatives to man the front windows and telephones, Field Service workers for late and weekend work, and full-time meter readers versus part-time; 3) Modern, efficient utility billing software and equipment be purchased with input from line staff; and 4) line staff be included in the task force.

Felix Huerta, business agent for AFSCME, reminded Council that many of these proposals affect conditions of employment, such as changes in job duties, transferring, requiring name badges, etc., and are subject to meet and confer. He expressed concern that the employees were not made aware of these proposed changes before today. Mr. Huerta suggested that Spanish speaking employees be hired to better assist the public, the plan to improve service be communicated to the Hispanic community, and that a Spanish language survey be conducted. He further believed that it was unnecessary to hire outside experts to train the customer service representatives.

Council Member Hitchcock questioned if the requirement to wear name badges was truly a meet and confer matter, to which Mr. Huerta responded in the affirmative, stating that it would be a change in employment conditions from the past. Council Member Hitchcock expressed concern that this type of position did not encourage openness and reasonableness.

Mr. Ramirez clarified that employees are concerned about what the name badges will say (e.g. first name only or first and last names) and employees have not been given an opportunity to voice their thoughts on the matter.

Council Member Johnson was not in support of offering incentives or discounts for people paying in advance or by any means other than cash; instead, he suggested charging a premium to those who pay over the counter.

Mayor Mounce suggested charging a premium for on-line credit card payments similar to what other companies do.

Mayor Pro Tempore Hansen expressed concern regarding moving Information Systems staff as they are the backbone in operating the computer system, to which Mr. Krueger responded that the individual who is moving to Finance already spends approximately 80% of his time working on issues related to financial services. This employee will need support from another Information Systems staff member who is an expert in the customer service software, but this would be a temporary assignment.

Mayor Pro Tempore Hansen expressed support for the pay stations. In regard to name badges, he believed that people have the right to know who is serving them.

Rob Lechner, Manager of Customer Services and Programs, reported that there are currently two pay stations in town and staff is working with the companies who run those stations. Both stores combined take in 1,000 payments per week and receive approximately 150 inquiries a week as to when Lodi utility payments will be offered. If additional pay stations are desired, the vendor information would need to be supplied to the store owner in order to get the station up and running.

In response to Council Member Hitchcock, Mr. Lechner explained that the store charges the customer a service fee to process the payment; there is no exchange of funds with the City.

In response to Council Member Hitchcock, Mr. Krueger stated that the current billing software program is difficult and manually-intensive to operate and it would be prudent to replace it with comprehensive software to deal with all of financial services; however, the City is facing a challenging budget year ahead. Mr. Krueger confirmed that the financial services staff would be involved with the decision making process on the software.

MOTION / VOTE:

There was no Council action taken on this matter.

VOTE TO CONTINUE WITH THE REMAINDER OF THE MEETING

The City Council, on motion of Council Member Hitchcock, Johnson second, unanimously voted to hear only Items K-7 and K-8 following the 11:00 p.m. hour.

K. REGULAR CALENDAR (Continued)

K-3 "Presentation of Electric, Water, and Wastewater Utility First and Second Quarter (Fiscal Year 2007-08) Financial Reports" was ***pulled from the agenda pursuant to the above vote.***

K-4 "Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the International Brotherhood of Electric Workers for the Period January 1, 2008 through December 31, 2011" was ***pulled from the agenda pursuant to the above vote.***

K-5 "Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association for the Period November 6, 2007 through April 30, 2011" was **pulled from the agenda pursuant to the above vote.**

K-6 "Receive Report Regarding Status of Mokelumne River Bank in the General Vicinity of Pigs Lake within Lodi Lake Park Nature Area" was **pulled from the agenda pursuant to the above vote.**

K-7 "Approve Six-Month Budgets for PCE/TCE Related Litigation Cases"

City Attorney Schwabauer reported that the proposed budgets are \$1.068 million for the Envision case and \$300,000 for M & P Investments. He further updated Council that the City was successful in removing \$4 million from the \$14 million suit that Mr. Donovan filed, in which he claims he is owed a percentage of the City's settlement.

MOTION / VOTE:

The City Council, on motion of Council Member Johnson, Mounce second, approved the six-month budgets for the following PCE/TCE related cases: M & P Investments (\$300,000) and Envision (\$1.068 million). The motion carried by the following vote:

Ayes: Council Members – Hansen, Johnson, Katzakian, and Mayor Mounce

Noes: Council Members – Hitchcock

Absent: Council Members – None

K-8 "Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$136,051.84)"

MOTION / VOTE:

The City Council, on motion of Council Member Hitchcock, Hitchcock second, unanimously approved the expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation and various other cases being handled by outside counsel in the amount of \$136,039.84, as amended in the Blue Sheet and detailed below:

Folger Levin & Kahn - Invoices Distribution

Matter No. Amount	Invoice No.	Date	Description	Water Acct.
8008	106312	12/01/07	City of Lodi v. Envision	\$134,843.69
			Less Deduction by CA	(12.00)
			Total	\$134,831.69

Kronick Moskovitz Tiedemann & Girard - Invoices Distribution

Matter No.	Invoice No.	Date	Description	
	100351.7323			
11233.026	236342	12/25/07	Lodi First v. City of Lodi	\$ 285.00
11233.027	236342	12/25/07	Citizens for Open Government v. City of Lodi	\$ 98.10
11233.028	236342	12/25/07	Personnel and Employment	\$ 55.00
11233.029	236342	12/25/07	AT&T v. City of Lodi	\$ 234.80
11233.030	236342	12/25/07	Water Supply Issues	\$ 329.00
			Total	\$ 1,001.90

JAMS Mediation Services

				Water Acct. Amount
0001385927-110		12/28/2007	State of CA v. M&P Investments	\$
<u>206.25</u>				
			Total	\$ 206.25

Continued February 6, 2008

L. ORDINANCES

None.

M. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 11:09 p.m.

ATTEST:

Jennifer M. Perrin
Deputy City Clerk

**CITY OF LODI
 INFORMAL INFORMATIONAL MEETING
 "SHIRTSLEEVE" SESSION
 CARNEGIE FORUM, 305 WEST PINE STREET
 TUESDAY, FEBRUARY 12, 2008**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, February 12, 2008, commencing at 7:00 a.m.

A. ROLL CALL

Present: Council Members – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. TOPIC(S)

- B-1 "Review of 2008-09 Community Development Block Grant Funding Requests and New Grading/Rating Matrix"

City Manager King briefly introduced the subject matter of the Community Development Block Grant (CDBG) funding requests and new grading/rating matrix.

Community Improvement Manager Joseph Wood provided a PowerPoint presentation and specifically discussed the annual CDBG allocation process, community-based organizations (CBO), application grading and scoring matrix, scoring categories, application review and scoring, CBO funding requests, current status, annual HOME allocation process, housing assistance programs, and staff recommendation.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated that, in understanding the difference between the 6 and 14 figures, each jurisdiction takes their program allocation from what is given to them from the County.

In response to Mayor Pro Tempore Hansen, Mr. King stated a portion of the funding does pay for a partial position to administer the program.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated the points can be adjusted to ensure higher compliance by applicants as the Council deems appropriate because the scoring elements are still being finalized.

In response to Council Member Hitchcock, Program Administrator Sara Bontrager stated the organizational and project delivery criteria focuses in on what specific experience the group has with the particular kind of activity and not necessarily with the grant itself.

In response to Council Member Johnson, Mr. Wood stated some organizations do receive funding from other cities and the County. He stated the City attempts to provide the amount of funding that is directly tied to the level of service provided to the citizens of Lodi.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated fair housing services are mandated by Department of Housing and Urban Development and the alternative would be to bring the service in-house; although, there are several complicated landlord-tenant issues that are referred out by the City to agencies with expertise in the area.

In response to Mayor Mounce, Mr. Wood stated that he does not have the exact address for the Hope Avenue Apartments, but they are in close proximity to the facility.

In response to Mayor Mounce, Mr. Wood stated the HOME program is advertised through local realtors and lenders and public meetings are held regarding the same.

In response to Council Member Johnson, Mr. Wood stated he is not aware of realtors charging an additional point or some similar practice for the HOME program service.

In response to Council Member Hitchcock, Mr. King stated the Council could focus in on brick and mortar types of projects rather than projects with ongoing operational costs. He stated the requests for brick and mortar types of projects will likely be larger in amount and the criteria could be adjusted as desired.

Discussion ensued between Mayor Pro Tempore Hansen, Council Member Johnson, and Mr. King regarding making funding available to brick and mortar types of projects as a priority and the City's criteria to do the same with the exception of graffiti removal programs. Mr. King provided a brief overview of the process, timeliness of schedule, and recommendations regarding allocations, which will be brought to Council at the regularly scheduled City Council meeting.

In response to Council Member Johnson, Mr. Wood stated the staff recommendation will be made known to the applicants prior to the hearing.

Mayor Mounce and Council Member Hitchcock requested rankings and a clear understanding of the criteria be provided to the Council before the Council considers the matter at a Council meeting.

C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

None.

D. ADJOURNMENT

No action was taken by the City Council. The meeting was adjourned at 7:51 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Quarterly Report of Purchases Between \$5,000 and \$20,000

MEETING DATE: February 20, 2008

PREPARED BY: Randy Lipelt-Buyer

RECOMMENDED ACTION: Information only. This report is made to the City Council in accordance with Lodi Municipal Code §2.12.060.

BACKGROUND INFORMATION: During the 4th calendar quarter of 2007, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through AA.

Exh	Date	Contractor	Project	Award Amt.
A	10/01/07	HD Supply Utilities-Benicia	Inventory Replenishment (EUD)	\$10,236.08
B	10/02/07	Intraline Inc.	Inventory Replenishment (EUD)	\$8,853.77
C	10/03/07	Industrial Electrical Co Inc	White Slough Aeration Blower Motor Repair	\$9,229.86
D	10/03/07	Trojan Technologies Inc	White Slough UV Lamp Replacement	\$18,263.00
E	10/05/07	HF & H Consultants LLC	Statewide General Waste Discharge Requirements	\$19,995.00
F	10/08/07	HD Supply Utilities-Benicia	Inventory Replenishment (EUD)	\$11,477.11
G	10/08/07	HD Supply Utilities-Portland	Inventory Replenishment (EUD)	\$5,994.25
H	10/12/07	Interstate Truck Center	Repair City Vacuum Truck	\$7,131.82
I	10/16/07	HD Supply Utilities-Portland	Inventory Replenishment (EUD)	\$8,921.70
J	10/18/07	Pre-Sort Center Inc.	RDA Newsletter Mailing	\$9,000.00
K	10/19/07	Pre-Sort Center Inc.	RDA Newsletter Printing	\$5,094.84
L	10/22/07	Intraline Inc.	Inventory Replenishment (EUD)	\$5,965.36
M	10/26/07	Proglass Inc.	Inventory Replenishment (EUD)	\$16,945.74
N	10/26/07	ALPHA OMEGA Wireless	Wireless Network Replacement	\$7,362.67
O	11/05/07	Palmer Wahl	Portable Thermal Imaging Camera	\$6,559.62
P	11/08/07	HDW Electronics	Fault Locator	\$10,577.88
Q	11/12/07	North Pacific Group	Inventory Replenishment (EUD)	\$18,621.36
R	11/12/07	Logical Design	Recovery Equipment Hosting	\$9,000.00
S	11/13/07	HD Supply Utilities-Benicia	Inventory Replenishment (EUD)	\$5,888.11
T	11/13/07	G & L Brock Construction	Houston Lane Wastewater Improvements	\$19,636.50
U	12/07/07	Angus-Hammer Inc	Anti-Virus Protection	\$6,700.00
V	12/11/07	Corix Water Products	Inventory Replenishment (Water)	\$5,037.31
W	12/17/07	Folger Graphics	The City of Lodi-Community Arts Directory Winter/Spring 2008	\$9,136.00
X	12/19/07	Info USA Marketing	Reference USA Database	\$7,000.00
Y	12/20/07	Coombs-Hopkins	White Slough UV Lamp Replacement	\$15,285.00
Z	11/19/07	Net Motion Wireless	Wireless Capability Project for MDC's	\$9,126.56
AA	11/21/07	Tony Segale Sign Co.	Paint & Lettering on Transit Trolley #10-050	\$6,600.00

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2007-2008 Financial Plan.

FUNDING: Funding as indicated on exhibits.

James R. Krueger, Deputy City Manager

APPROVED: _____
Blair King, City Manager

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Utility Inventory
DEPARTMENT: Electric
CONTRACTOR HD Supply Utilities-Benicia
AWARD AMOUNT: \$10,236.08
DATE OF RECOMMENDATION: October 10, 2007

BIDS OR PROPOSALS RECEIVED:

HD Supply Utilities-Benicia	\$10,236.08
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“NO BID” or NO RESPONSE RECEIVED:

Kortick Manufacturing	(Bid 3 Items)
HD Supply Utilities-Portland	(Bid 8 Items)
General Pacific	(Bid 6 Items)
Intraline Inc.	No Bid all Items

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. These items are for Reynolds Ranch and the Work Orders to feed Reynolds ranch. These items are also for Killelia Substation Get-Away's. HD Supply-Benicia was the only responsible vendor to quote all the items. They were awarded the Purchase Order based on this.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Senior Storekeeper

Reviewed by: George Morrow

Purchase Order No. 17039

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Utility Inventory

DEPARTMENT: Electric

CONTRACTOR Intraline Inc.

AWARD AMOUNT: \$8,853.77

DATE OF RECOMMENDATION: October 2, 2007

BIDS OR PROPOSALS RECEIVED:

Intraline Inc	\$8,853.77
General Pacific	\$9,007.71
HD Supply Utilities-Benicia	\$9,536.96
HD Supply Utilities-Portland	\$10,421.48

“NO BID” or NO RESPONSE RECEIVED:

Kortick Manufacturing

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. The lugs and cold shrinks are new items and will be used with the 1100 EPR cable. The sealing kits are a standard item and are used with 4/0 cable to 1100 cable. Intraline Inc was the responsible low bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Senior Storekeeper

Reviewed by: George Morrow

Purchase Order: 17036

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Aeration Blower Motor Repair

DEPARTMENT: Public Works

CONTRACTOR Industrial Electrical Co., Inc.

AWARD AMOUNT: \$9,229.86

DATE OF RECOMMENDATION: October 3, 2007

BIDS OR PROPOSALS RECEIVED:

Industrial Electrical Co., Inc.

\$9,229.86

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

No other bids were pursued as this is an emergency repair due to the critical nature of getting the aeration blower back in operation.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: W.T. Superintendent

Reviewed by: Richard Prima

Purchase Order No. 17044

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough UV Lamp Replacement

DEPARTMENT: Public Works

CONTRACTOR Trojan Technologies Inc.

AWARD AMOUNT: \$18,263.00

DATE OF RECOMMENDATION: October 3, 2007

BIDS OR PROPOSALS RECEIVED:

Trojan Technologies Inc.

\$18,263.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

UV Lamps are used in the wastewater treatment process to disinfect treated wastewater before it is discharged to Dredger Cut or used by our customers (NCPA and San Joaquin Vector Control District). Trojan Technologies Inc. is the manufacture of our UV system and the sole supplier of all the parts utilized in their system including the UV lamps. The UV lamps being purchased will be part of ongoing operations and maintenance costs as they near their operational life expectancy of 12,000 hours. Future purchases will follow as the remaining lamps reach their life expectancy. The lamp replacement costs have been anticipated and are included in the 2007-2008 Wastewater Budget. Pricing per original contract.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: W.T. Superintendent

Reviewed by: Richard Prima

Purchase Order: 17047

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Statewide General Waste Discharge Requirements - Gap Analysis & Plan and Schedule

DEPARTMENT: Public Works

CONTRACTOR Consultant: Holmes International

AWARD AMOUNT: \$19,995.00

DATE OF RECOMMENDATION: August 29, 2007

BIDS OR PROPOSALS RECEIVED:

West Yost Associates	\$19,900.00
HDR Engineering Inc.	\$19,900.00
Holmes International (Recommended)	\$19,995.00

“NO BID” or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The State Water Resources Control Board adopted the Statewide General Waste Discharge Requirement (Order No. 2006-0003) on May 2, 2006. The Order requires that all public collection systems comprised of more than one (1) mile of pipeline be regulated. The purpose of the order is to protect Waters of the State from wastewater discharges associated with periodic system failures. The Order requires that each operator of a publicly owned collection system develop and implement a system specific Sewer System Management Plan (SSMP). According to the Order, the purpose of the plan is to facilitate proper funding and management of sanitary sewer systems statewide. Compliance with the Order is also a provision of the City's Proposed Discharge Permit for the White Slough Water Pollution Control Facility scheduled to be adopted in September of 2007.

The SSMP is comprised of eleven (11) elements that include Collection System Management Goals, Organization of Personnel, Legal Authority for permitting flows to the system, Operations and Maintenance activities, Design and Performance provisions, Overflow Emergency Response Plan, Fats-Oils & Grease Program, System Capacity Assurance, System Monitoring and Measurement plan, Internal SSMP audits and an SSMP public communications program.

Staff interviewed all three consultants. Holmes International appears to possess the most experience in preparing SSMP's of the three. The work proposed by Holmes International is to evaluate and identify where "gaps" exist between the City's operations and the requirements of the Order. This evaluation will extract the information needed to prepare the SSMP Plan and Schedule (while not listed as a required element, the Plan and Schedule is the first task outlined in the State's Implementation Schedule) which must be completed and approved by the City Council by November 2, 2007. For the slightly higher price, Holmes International will not only prepare the Plan and Schedule, but will also provide a Draft SSMP. The Draft SSMP document will be valuable to the City as we proceed with complying with the remaining requirements. The final SSMP certification must be completed by August 2, 2009.

FUNDING: Wastewater : Account Number 170403.7323.

Prepared by: Charlie Swimley
Title: Water Services Manager

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Electric Utility Inventory		
DEPARTMENT:	Electric		
CONTRACTOR	HD Supply Utilities-Benicia		
AWARD AMOUNT:	\$11,477.11		
DATE OF RECOMMENDATION:	October 8, 2007		
BIDS OR PROPOSALS RECEIVED:			
	HD Supply Utilities-Benicia	\$11,477.11	
"NO BID" or NO RESPONSE RECEIVED:			
	Kortick Manufacturing (Bid 2 Items)		
	HD Supply-Portland (Bid 2 Items)		
	General Pacific (Bid 3 Items)		
	All Phase Electric Supply (Bid 2 Items)		
	Intraline, WESCO, Ace Supply, GEXPRO, Rexel no bid all items		
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	These items are for the Electric Inventory. These items are for Reynolds Ranch and the Work Orders to feed Reynolds ranch. HD Supply-Benicia was the only responsible vendor to quote all the items. They were awarded the Purchase Order based on this.		
FUNDING:	160.1496		

	Prepared by:	Randy Lipelt	
	Title:	Senior Storekeeper	
	Reviewed by:	George Morrow	

Purchase Order No. 17060

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Utility Inventory
DEPARTMENT: Electric
CONTRACTOR HD Supply Utilities-Portland
AWARD AMOUNT: \$5,994.25
DATE OF RECOMMENDATION: October 8, 2007

BIDS OR PROPOSALS RECEIVED:
HD Supply Utilities-Portland \$5,994.25

“NO BID” or NO RESPONSE RECEIVED:
Sole Supplier
HD Supply Utilities-Portland

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. These items are for Reynolds Ranch and the Work Orders to feed Reynolds Ranch. Cooper Industries, Inc. provides the standard inventory items used by the Electric Utility for replacement and maintenance of the electric distribution system throughout the City of Lodi. HD Supply-Portland is the only qualified vendor to sell Cooper Industries, Inc. products. They were awarded the Purchase Order based on this.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Senior Storekeeper

Reviewed by: George Morrow

Purchase Order: 17061

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Repair City Vacuum Truck #04-038

DEPARTMENT: Public Works

CONTRACTOR Interstate Truck Center

AWARD AMOUNT: \$7,131.82

DATE OF RECOMMENDATION: October 12, 2007

BIDS OR PROPOSALS RECEIVED:

Interstate Truck Center

\$6,038.45

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City Public Works Water Service Division's Vacuum Truck #04-038 experienced a major oil leak. Believed to be a warranty-covered repair, the Fleet Services Division sent the Vacuum Truck to Interstate Truck Center, of Stockton, as the authorized local International truck dealer. It turned out to be a greater problem than first estimated, and non-warranty work, after all.

After tear down to find the source of the oil leak, a broken cam follower was discovered which requires removal of the cylinder head and oil pan. Removing and replacing the timing gears and head gasket or cylinder head (one or the other) will double the cost from the original estimate for repairs.

FUNDING: Fleet Services 260561.7333 (Internal Service Fund) will charge Wastewater Administration 170401.7189

Prepared by: Dennis J Callahan

Title: Fleet and Facilities Manager

Reviewed by: Wally Sandelin

Purchase Order No. 17068

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Utility Inventory

DEPARTMENT: Electric

CONTRACTOR HD Supply Utilities-Portland

AWARD AMOUNT: \$8,921.70

DATE OF RECOMMENDATION: October 16, 2007

BIDS OR PROPOSALS RECEIVED:

HD Supply Utilities-Portland	\$8,921.70
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“NO BID” or NO RESPONSE RECEIVED:

Sole Supplier
HD Supply Utilities-Portland

BACKGROUND INFORMATION & BASIS FOR AWARD:

These fuses are for the Electric Inventory. They are used in Electric Switches throughout the electric system. Cooper Industries, Inc. provides this type of standard inventory item used by the Electric Utility for replacement and maintenance of the electric distribution system throughout the City of Lodi. HD Supply-Portland is the only qualified vendor to sell Cooper Industries, Inc. products. They were awarded the Purchase Order based on this.

FUNDING:

Prepared by: Randy Lipelt

Title: Senior Storekeeper

Reviewed by: George Morrow

Purchase Order No. 17083

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	RDA newsletter mailing		
DEPARTMENT:	City Manager/Administration		
CONTRACTOR	Pre-Sort Center of Stockton		
AWARD AMOUNT:	\$9,000.00		
DATE OF RECOMMENDATION:	10/22/07		
BIDS OR PROPOSALS RECEIVED:			
	Pre-Sort Center of Stockton, \$0.36 per copy, actual postage charged by U.S. Postal Service		
"NO BID" or NO RESPONSE RECEIVED:			
	N/A		
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	Actual cost of postage charged to Pre-Sort by U.S.P.S., the only service available.		
FUNDING:	130101.7201		
	Prepared by:	Jeff Hood	
	Title:	Communications Specialist	
	Reviewed by:	Blair King	

Purchase Order No. 17092-001

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	RDA Newsletter Printing		
DEPARTMENT:	City Manager/Administration		
CONTRACTOR	Pre-Sort Center of Stockton		
AWARD AMOUNT:	\$5,094.84		
DATE OF RECOMMENDATION:	10/22/07		
BIDS OR PROPOSALS RECEIVED:			
	\$5,094.84 to print 24,000 newsletter copies, set up for mailing, address printing, metered, sealed, insert map page, barcode sort and tray and delivery to USPS from Pre-Sort Center of Stockton for \$0.21041 per copy		
"NO BID" or NO RESPONSE RECEIVED:			
	N/A		
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	Due to time constraints and turnkey product solution offered by Pre-Sort Center of Stockton at a low price, no other vendors considered.		
FUNDING:	130101.7201		

	Prepared by:	Jeff Hood	
	Title:	Communications Specialist	
	Reviewed by:	Blair King	

Purchase Order No. 17092-001

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Electric Utility Inventory		
DEPARTMENT:	Electric		
CONTRACTOR	Intraline Inc.		
AWARD AMOUNT:	\$5,965.36		
DATE OF RECOMMENDATION:	November 20, 2006		
BIDS OR PROPOSALS RECEIVED:			
	Intraline Inc. Item 1 on P O		\$1,513.13
	Intraline Inc. Item 2 on P O		\$4,452.23
	Total of P O		\$5,965.36
"NO BID" or NO RESPONSE RECEIVED:			
	Item 1 on P O no other bids received		
	Item 2 on P O:		
	GEXPRO		\$4,624.05
	HD Supply Utilities-Benicia		\$4,493.18
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	These items are for the Electric Inventory. The service boxes are used for the underground electrical system. The streetlights are for use on the streetlight system. These items can be used in new construction or replacement of existing equipment. Intraline Inc. was the only responsible low bidder on both items. The Purchase Order was awarded to Intraline Inc. based on these facts.		
FUNDING:			
	160.1496		

	Prepared by:	Randy Lipelt	
	Title:	Senior Storekeeper	
	Reviewed by:	George Morrow	

Purchase Order No.: 17099

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR Proglass Inc.
AWARD AMOUNT: \$16,945.74
DATE OF RECOMMENDATION: 10/26/07

BIDS OR PROPOSALS RECEIVED:

Proglass Inc
Sole Supplier

\$16,945.74

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This order is for the Electric Inventory. These fiberglass pads are built to City of Lodi specifications. We are able to purchase direct from the manufacturer. Proglass is the only vendor approved by the Electric Utility Department to provide these pads for the following reasons:

Compatibility - The pads are standardized and completely interchangeable - only one style is needed for initial installation and replacement. This results in cost savings and minimizes inventory.

Reduced tooling costs - After the original bidding procedure, the manufacturer custom builds a set of molds used for initial and future orders.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Senior Storekeeper

Reviewed by: George Morrow

Purchase Order No. 17112

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Wireless Network Replacement

DEPARTMENT: Internal Services Division

CONTRACTOR Alpha Omega Wireless Inc

AWARD AMOUNT: \$7,362.67

DATE OF RECOMMENDATION: 10/26/07

BIDS OR PROPOSALS RECEIVED:

Alpha Omega Wireless Inc	\$7,362.67
WAN-LAN- Motorola Point-to-Point	\$17,409.36
WAN-LAN - RAD Point to Point	\$7,498.69

“NO BID” or NO RESPONSE RECEIVED:

Delta Wireless

BACKGROUND INFORMATION & BASIS FOR AWARD:

The wireless point-to-point WAN connection to Fire Admin in the Parking Structure failed.
The original equipment manufacturer was out of business, thus requiring a new system and new vendor.

FUNDING: 123001.7715 - Technology Replacement Fund: \$3,284
102012.7330 - Fire: \$4,079

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Portable Thermal Imaging Camera
DEPARTMENT: Electric
CONTRACTOR Palmer Wahl
AWARD AMOUNT: \$6,559.62
DATE OF RECOMMENDATION: 11/05/07

BIDS OR PROPOSALS RECEIVED:

Test Equipment Depot (Fluke Ti30)	\$9,995.00
Grainger Industrial Supply (Fluke Ti30)	\$10,277.00
Palmer Wahl Instrumentation Group (HIS 13000)	\$5,995.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This equipment is used to find electrical problems prior to failure. The Award Amount above includes tax and shipping costs.

FUNDING: 160652.7719, 160651.7719, 160650.7719

Prepared by: Allen Aadland

Title: Electrical Technician

Reviewed by: _____

Purchase Order No.: 17135

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Fault Locator
DEPARTMENT: Electric Utility
CONTRACTOR HDW
AWARD AMOUNT: \$10,577.87
DATE OF RECOMMENDATION: 11/06/07

BIDS OR PROPOSALS RECEIVED:

Innovative Utility Products (Fault Wizard)	\$9,850.56
Von Corporation (Saidisaver)	\$11,924.75
HDW (EZ-Restore 3)	\$10,577.87

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The HDW fault locator unit provides an alphanumeric readout that identifies the location of the transformers and the fault. The Fault Wizard does not have this capability. HDW also has a shorter lead time and will let Electric Utility staff use a demo unit until the new unit arrives.

FUNDING: 1611201.7719

Prepared by: Barry Fisher

Title: Const/Maint Supervisor

Reviewed by: Ken Weisel

Purchase Order No. 17146

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Electric Utility Inventory		
DEPARTMENT:	Electric		
CONTRACTOR	North Pacific Group Inc.		
AWARD AMOUNT:	\$18,621.36		
DATE OF RECOMMENDATION:	11/26/07		
BIDS OR PROPOSALS RECEIVED:			
	North Pacific Group Inc.		\$18,621.36
	Stella-Jones Corporation		\$18,910.13
	McFarland Cascade		\$20,653.52
"NO BID" or NO RESPONSE RECEIVED:			
	Nevada Wood Preserving		
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	These items are for the Electric Inventory. Some of these wood poles are for building electric lines associated with Reynolds Ranch. Some of the poles will be used to cover minimum quantities for the Electric Inventory. North Pacific Group was awarded the Purchase Order based on their company being the low bidder.		
FUNDING:	160.1496		
	Prepared by:	Randy Lipelt	
	Title:	Senior Storekeeper	
	Reviewed by:	George Morrow	

Purchase Order No. 17157

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Recovery Equipment Hosting		
DEPARTMENT:	ISD		
CONTRACTOR	Logical Design		
AWARD AMOUNT:	\$9,000.00		
DATE OF RECOMMENDATION:	11/26/07		
BIDS OR PROPOSALS RECEIVED:			
	Logical Design Inc		\$9,000.00
"NO BID" or NO RESPONSE RECEIVED:			
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	This standby service will allow the city to recreate its main computing environment (as400) at a location in Rancho Cordova in the event of a disaster, or if the city's IBM computer is destroyed or damaged. This vendor is the sole authorized provider of this service.		
FUNDING:	100411.7335-ISD Operating		
	Prepared by:	Steve Mann	
	Title:	IS Manager	
	Reviewed by:		

Purchase Order No. 17154

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Electric Utility Inventory		
DEPARTMENT:	Electric		
CONTRACTOR	HD Supply-Benicia		
AWARD AMOUNT:	\$5,888.11		
DATE OF RECOMMENDATION:	11/13/07		
BIDS OR PROPOSALS RECEIVED:			
	HD Supply Utilities-Benicia		\$5,888.11
"NO BID" or NO RESPONSE RECEIVED:			
	General Pacific		
	WESCO		
	Kortick Manufacturing		
	HD Supply Utilities-Portland		
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	These items are for the Electric Inventory. Some of these items are for building electric lines associated with Reynolds Ranch. Some items will be used to cover minimum quantities for the Electric Inventory. HD Supply Utilities-Benicia was awarded the Purchase Order based on their company being the only bidder.		
FUNDING:	160.1496		

	Prepared by:	Randy Lipelt	
	Title:	Senior Storekeeper	

	Reviewed by:	George Morrow	
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Purchase Order No. 17159

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Houston Lane Wastewater Improvements		
DEPARTMENT:	Public Works		
CONTRACTOR	G & L Brock Construction CO.; Inc		
AWARD AMOUNT:	\$19,636.50		
DATE OF RECOMMENDATION:	11/07/07		
BIDS OR PROPOSALS RECEIVED:			
	Preston Pipelines-Lathrop CA		\$21,751.00
	G & L Brock Construction Co.; Inc-Stockton		\$19,636.50
"NO BID" or NO RESPONSE RECEIVED:			
	AM Stephens Construction, Inc-Lodi		
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	<p>The existing wastewater main on Victor Road is in a state of severe decay. Portions of the main have the entire top half of the pipe missing. There is a potential risk of failure that could result in a sanitary sewer overflow - the pipe needs to be replaced as soon as possible. The existing wastewater main was also installed too close to an existing water main thereby making repairs to the existing wastewater main very difficult. It has been determined by City staff that it is more cost effective to abandon the existing wastewater main on Victor Road and to install a new manhole and shorter piece of new wastewater main on Houston Lane as shown on the attached drawing.</p> <p>The proposed work requires man power and equipment that exceeds the division's resources. Therefore it is recommended the City of Lodi award the repair work to G & L Brock Construction C., Inc. in the amount of \$19,236.50</p>		
FUNDING:	171405.1825.1800		
	Prepared by:	Kevin Gaither	
	Title:	Water Services Technician	
	Reviewed by:		

Purchase Order No. 17161

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Anti-Virus Protection		
DEPARTMENT:	ISD		
CONTRACTOR	Angus Hammer Inc.		
AWARD AMOUNT:	\$6,700.00		
DATE OF RECOMMENDATION:	12/07/07		
BIDS OR PROPOSALS RECEIVED:			
	Angus-Hammer Inc.		\$6,700.00
"NO BID" or NO RESPONSE RECEIVED:			
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	This is a renewal of the City's computer system anti-virus protection agreement with Symantec Corp. Prices are set by the manufacture. Angus-Hammer is an authorized reseller.		
FUNDING:	123001.7715		
	Prepared by:	Steve Mann	
	Title:	IS Manager	
	Reviewed by:		

Purchase Order: 17218

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Water Inventory		
DEPARTMENT:	Water		
CONTRACTOR	Corix Water Products/Ed Walsh		
AWARD AMOUNT:	\$5,037.31		
DATE OF RECOMMENDATION:	12/11/07		
BIDS OR PROPOSALS RECEIVED:			
	Corix Water Products/Ed Walsh		\$5,037.31
	Groeniger & Company		\$5,172.00
"NO BID" or NO RESPONSE RECEIVED:			
	Buttes/Center State Pipe		
	Golden State Flow		
	Ferguson Enterprises		
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	These items are for the Water Inventory. These items are to cover minimum quantities in the Water Inventory. Corix Water Products/Ed Walsh was awarded the Purchase Order based on their company being the low bidder.		
FUNDING: 180.1496			

	Prepared by:	Randy Lipelt			
	Title:	Senior Storekeeper			
	Reviewed by:	Frank Beeler			

Purchase Order No.: 17228

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	The City of Lodi-Community Arts Directory/Winter/Spring 2008 issue		
DEPARTMENT:	Hutchins Street Square		
CONTRACTOR	Folger Graphics		
AWARD AMOUNT:	\$9,136.00		
DATE OF RECOMMENDATION:	12/18/07		
BIDS OR PROPOSALS RECEIVED:			
	On-line Printing		.00 Unable to execute job
	Phenix Print & Image (does not include postage)		9,563.00 Complete job
	Folger Graphics (does not include postage)		9,136.00 Complete job
"NO BID" or NO RESPONSE RECEIVED:			
	Duncan Press		Unable to print
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	Folger Graphics offers printing, binding, duplication, lay-out and delivery to postal center and previous files in possession.		
Funding:	108026.7301		
	Prepared by:	Diane C. Amaral	
	Title:	Administration Clerk	
	Reviewed by:		

Purchase Order: 17244

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Reference USA Business and Residential Database		
DEPARTMENT:	Library		
CONTRACTOR	InfoUSA		
AWARD AMOUNT:	\$7,000.00		
DATE OF RECOMMENDATION:			
BIDS OR PROPOSALS RECEIVED:			
	Subscription to Reference USA database with in-house and remote access to information on over 12 million businesses and 100 million residences.		
"NO BID" or NO RESPONSE RECEIVED:			
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	InfoUSA is the sole supplier of this database. Lodi Public Library has subscribed to the US Businesses data for over 8 years, and the US Residents data for 2 years.		
Funding:	210801.7308		
	Prepared by:	Nancy Martinez	
	Title:	Library Services Director	
	Reviewed by:		

Purchase Order: 17260

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	White Slough UV Lamp Replacement		
DEPARTMENT:	Public Works		
CONTRACTOR	Coombs-Hopkins & DC Frost		
AWARD AMOUNT:	\$15,285.00		
DATE OF RECOMMENDATION:	12/20/07		
BIDS OR PROPOSALS RECEIVED:			
	Trojan Technologies Inc.	\$15,285.00	
"NO BID" or NO RESPONSE RECEIVED:			
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	<p>UV Lamps are used in the wastewater treatment process to disinfect treated wastewater before it is discharged to Dredger Cut or used by our customers (NCPA and San Joaquin Vector Control District). Coombs-Hopkins & DC Frost are the manufacturer representatives for Trojan Technologies Inc. who is the manufacturer of our UV system and the sole supplier of all the parts utilized in their system including the UV lamps. The UV lamps being purchased will be part of ongoing operations and maintenance costs as they near their operational life expectancy of 12,000 hours. Future purchases will follow as the remaining lamps reach their life expectancy. The lamp replacement costs have been anticipated and are included in the 2007-2008 Wastewater Budget. Pricing per original contract.</p>		
Funding:	170403.7331		
	Prepared by:	Del Kerlin	
	Title:	W.T. Superintendent	
	Reviewed by:		

Purchase Order: 17264

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Wireless Capability Project for MDC's		
DEPARTMENT:	Police		
CONTRACTOR	Net Motion Wireless		
AWARD AMOUNT:	\$9,126.56		
DATE OF RECOMMENDATION:	10/30/07		
BIDS OR PROPOSALS RECEIVED:			
	Net Motion Wireless		\$9,126.56
"NO BID" or NO RESPONSE RECEIVED:			
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	<p>A maintenance service agreement is needed to keep the Police Department's Mobile Data Computers (MDC's) functioning with the wireless capability upgrade. This wireless upgrade gives officers the ability to access additional law enforcement websites from patrol vehicles. These websites include those that track open warrants with the California Law Enforcement Tracking System (CLETS), and San Joaquin County Justice Information Systems (CJIS), arrest details via CLETS and CJIS, and vehicle/driver status through the California State Department of Motor Vehicles.</p> <p>This is a sole source bid previously discussed, and approved, with the Chief of Police and the City Manager in November, 2007. Net Motion is the only vendor that services the multiple software, which is interfaced, to provide secure service of law enforcement only accessible data bases. Web based security is a high priority when dealing with huge data bases that have personal, detailed information about citizens.</p>		
Funding:	California Law Enforcement Equipment Program		
	Prepared by:	Betsy Peterson	
	Title:	Management Analyst	
	Reviewed by:	David Main	

Purchase Order: 5283

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Paint Lettering & Art on Transit Trolley #10-050		
DEPARTMENT:	Public Works		
CONTRACTOR	Tony Segale Fine Art & Gold Leaf Sign Company		
AWARD AMOUNT:	\$6,600.00		
DATE OF RECOMMENDATION:	11/21/07		
BIDS OR PROPOSALS RECEIVED:			
	Tony Segale Fine Art & Gold Leaf Sign Company	\$6,600.00	
"NO BID" or NO RESPONSE RECEIVED:			
BACKGROUND INFORMATION & BASIS FOR AWARD:			
	<p>The City Public Works Transit Division's Trolley #10-050 required a complete new paint job, due to age and fading of existing paint. Lettering and graphics, in most places, had faded completely off. Due to the unique character as well as the image projected by this particular transit vehicle, it was determined that gold leaf artwork and lettering should be applied.</p> <p>The Fleet Services Division, working with the Transit Division, received a proposal for professional services from Tony Segale Fine Art & Gold Leaf Sign Co. to produce lettering and artwork needed on all four sides of the trolley. Geweke Body, Paint & Towing provided the basic paint job which served as the base for the artwork. Coordination between a local professional and Geweke Body was vital in order to ensure the final product met aesthetic and durability requirements. Tony Segale Fine Art & Gold Leaf was determined to be the only local gold leaf professional capable of performing this type of work.</p>		
FUNDING:	125052.7333		

	Prepared by:	Dennis Callahan		
	Title:	Fleet and Facilities Manager		
	Reviewed by:	Blair King		

Purchase Order No. N/A



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Advertise for Bids for Portable Self Contained Vacuum Excavation Unit (EUD)

MEETING DATE: February 20, 2008

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and advertise for bids for Portable Self Contained Vacuum Excavation Unit.

BACKGROUND INFORMATION: The Environmental Protection Agency's (EPA's) groundwater legislation requires any contaminated water to be contained and disposed of in an appropriate manner. Water that is pumped from electrical vaults or removed during excavation cannot enter storm drains that flow into the waterways. Any violation of this legislation could result in fines of \$10,000 or more.

The trailer mounted portable self contained vacuum excavation unit is easily transported to the job site where Electric Utility Department (EUD) staff can low-pressure wash and remove debris from electrical utility vaults. The vacuum excavator can be used to uncover buried utilities or trench around utilities in congested areas without the risk of damaging associated utilities in the same vicinity with a backhoe or shovel. In addition, the vacuum excavator may be used for a variety of other cleanup applications.

Currently EUD is using the Public Works vacuum excavator; however, the demand on this piece of equipment is increasing on a daily basis. This has resulted in inefficient utilization of staff and delays in the ability to complete work in a timely manner.

FISCAL IMPACT: The proposed equipment will result in more efficient deployment of construction and maintenance staff.

FUNDING: Included in the EUD 2007/08 budget Account No. 1611201.7700 (\$50,000)

Kirk Evans, Budget Manager

George F. Morrow
Electric Utility Director

Prepared By: Barry Fisher, Construction/Maintenance Supervisor

GFM/BF/lst

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Advertise for Bids for Self Propelled Mini Digger Derrick (EUD)

MEETING DATE: February 20, 2008

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve specifications and advertise for bids for Self Propelled Mini Digger Derrick.

BACKGROUND INFORMATION: The Electric Utility Department (EUD) maintains approximately 65 miles of overhead power lines in backyard and/or areas that are not accessible by a conventional digger derrick truck. EUD does not have an efficient means to install power poles, transformers or other electrical equipment in these limited access areas.

The Self Propelled Mini Digger Derrick is a compact carrier only 34" wide and the rubber track drive will expand up to 52" in width when needed for stabilization. It can pass through narrow gates and travel in limited access areas like rear yards and other urban settings. The integrated load deck has a carrying capacity of 2,500 lbs, and can easily carry transformers and other electrical equipment to the work site. The mini digger derrick has the ability to dig an 8' hole and set a 45' power pole safely and effortlessly without utilizing additional staff and time consuming "block and tackle" techniques.

FISCAL IMPACT: A reduction in labor cost per utility pole installed/replaced is expected.

FUNDING: Included in the EUD 2007/08 budget Account No. 1611201.7700 (\$125,000)

Kirk Evans, Budget Manager

George F. Morrow
Electric Utility Director

Prepared By: Barry Fisher, Construction/Maintenance Supervisor

GFM/BF/lst

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Purchase of Medium-Duty Equipment Lift from Stertil-KONI, of Stevensville, MD (\$43,370), Using the California Multiple Award Schedules (CMAS)

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving purchase of a medium-duty equipment lift from Stertil-KONI, of Stevensville, MD, in the amount of \$43,368.80, using the California Multiple Award Schedules (CMAS) Purchasing Contract No. 4-07-49-0014A.

BACKGROUND INFORMATION: A new medium-duty lift is required for the new Municipal Service Center (MSC) Transit Vehicle Maintenance Facility because the existing, old, in-ground units cannot be relocated economically. This medium-duty equipment lift, rated at 20,000 pounds lifting capacity, will provide safe lifting capacity for the repair and servicing of City equipment, vehicles, and smaller transit buses, and will be utilized on a daily basis.

Staff realized, in planning for the new Vehicle Maintenance Facility, that the City of Lodi could save money by providing some of the needed equipment as "owner-furnished, contractor-installed" rather than including them in the building construction contract, saving what is typically a 5% to 15% contractor mark-up. This medium-duty equipment lift follows the heavy-duty lift that Council approved at the November 21, 2007 City Council meeting.

Staff planned to purchase this medium-duty lift and budgeted to pay for it with Transit Facilities Upgrade Funds, in the current fiscal year.

Diede Construction, who was recently awarded the contract to construct the MSC Transit Vehicle Maintenance Facility, has requested the exact design and installation specifications for the new medium-duty lift in order to meet the City's schedule. In order to comply with this request, staff's recommendation is to purchase the medium-duty equipment lift now. City staff secured three quotes for the medium-duty parallelogram lift that best fits in the new shop design. This medium-duty lift produced by the Stertil-KONI company is available on two government purchasing contracts, so staff used these contracts as two of the bids. California Multiple Award Schedules (CMAS) Purchasing Contract No. 4-07-49-0014A provides for the purchase of this equipment lift at almost \$5,600 less than the next lowest quote.

APPROVED: _____
Blair King, City Manager

<u>Bidder or Contract</u>	<u>Amount</u>	<u>Fees</u>	<u>Total</u>
City's Estimate	\$50,000.00		
California Multiple Award Schedules (CMAS) Contract	\$42,466.79	\$902.01	\$43,368.80
Helping Governments Across the Country Buy (HGACBuy)	\$48,313.08	\$602.97	\$48,916.05
D.L. Carr Distributors, Inc., Syosset, NY	\$51,145.26	\$0.00	\$51,145.26

Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Purchasing the medium-duty equipment lift now, utilizing the CMAS contract, allows us to provide Dieder Construction the information they need while saving the City of Lodi money.

FISCAL IMPACT: Purchase of the medium-duty lift will provide a critical component of the City's new Transit Maintenance Shop Facility, allowing services and repairs to be made more efficiently and safely.

FUNDING AVAILABLE: Transit Facilities Upgrade (125079) \$43,368.80

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
 Public Works Director

Prepared by Dennis Callahan, Fleet and Facilities Manager

RCP/DJC/pmf

cc: Dennis Callahan, Fleet and Facilities Manager
 Tiffani Fink, Transportation Manager
 Randy Laney, Fleet Supervisor
 Gary Wiman, Construction Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE PURCHASE OF MEDIUM-
DUTY EQUIPMENT LIFT

=====

WHEREAS, a new medium-duty equipment lift is required for the new Municipal Service Center (MSC) Transit Vehicle Maintenance Facility; and

WHEREAS, exact design and installation specifications for the new medium-duty equipment lift are needed by the contractor constructing the new MSC Transit Vehicle Maintenance Facility in order to meet the City's construction schedule; and

WHEREAS, three quotes were received for the medium-duty equipment lift, including two government purchasing contracts.

<u>Bidder or Contract</u>	<u>Amount</u>	<u>Fees</u>	<u>Total</u>
Steril-KONI, Stevensville, MD, through California Multiple Award Schedules (CMAS) Contract	\$42,466.79	\$902.01	\$43,368.80
Steril-KONI, Stevensville, MD, through Helping Governments Across the Country Buy (HGACBuy)	\$48,313.08	\$602.97	\$48,916.05
D.L. Carr Distributors, Inc., Syosset, NY	\$51,145.26	\$0.00	\$51,145.26

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the purchase of a medium-duty equipment lift from the lowest quote, Steril-KONI, of Stevensville, MD, through the California Multiple Award Schedules (CMAS) Purchasing Contract No. 4-07-49-0014A, at a total cost of \$43,368.80.

Dated: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Residential Water Meter Installation Project (Phase 2) to Petersen Construction, Inc., of Reno, NV (\$13,048)

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Residential Water Meter Installation Project (Phase 2) to Petersen Construction, Inc., of Reno, NV, in the amount of \$13,048, and authorizing the City Manager to extend the contract to allow up to 86 additional meters to be installed.

BACKGROUND INFORMATION: This project includes the installation of up to 550 City-provided domestic water meters with remote reading capabilities.

Plans and specifications for this project were approved on December 19, 2007. The City received the following 16 bids for this project on January 16, 2008.

Bidder	Location	Bid
Engineer's Estimate		\$75,920.00
Petersen Construction, Inc.	Reno, NV	\$13,048.00
Vulcan Construction & Maint., Inc.	Fresno	\$27,200.00
Preston Pipeline, Inc.	Milpitas	\$31,232.16
Cal Sierra Construction, Inc.	Carmichael	\$31,840.00
Doug Veerkamp General Engr.	Placerville	\$39,264.00
Lawrence Backhoe Service	Atwater	\$40,888.00
Clyde Wheeler Pipeline, Inc.	Oakdale	\$42,280.00
Odyssey Landscape Company	Stockton	\$45,280.00
G & L Brock Construction	Stockton	\$55,040.00
Carl Crutchfield Construction	Stockton	\$55,040.00
Arrow Construction	Sacramento	\$59,680.00
Altman General Engineering	Yuba City	\$63,392.00
T. E. Service Corporation	Modesto	\$66,064.64
Roto Rooter	Stockton	\$68,032.00
Diede Construction, Inc.	Woodbridge	\$77,200.64
Ford Construction Company	Lodi	\$93,552.00

The Engineer's estimate shown was based on the 2005 Water Meter Installation Project Phase 1 costs. With the slow down of home construction in the area, there are more bidders, and the bids became extremely competitive. Staff has checked the license status of Petersen Construction, and it is in good standing. References for similar work by this company are positive about the quality and timeliness.

APPROVED: _____
Blair King, City Manager

Petersen is confident with its low bid and is willing to extend the quantity of installed meters up to 680 for the same bid price. Staff is requesting that Council authorize the City Manager to negotiate with Petersen to expand the contract for up to 86 additional installations. The original and expanded project areas are shown on Exhibit A. The meters and radio transmitters will be separately purchased and will be provided to the contractor.

Staff has received separate bids from the water meter providers. Based on the customer service records and delivery schedule, staff has chosen National Meter and Automation, Inc., of Santa Rosa, to provide the Badger water meter assemblies to the City.

The total project cost, including the expanded installation and meter purchase, will be approximately the budgeted amount of \$140,000.

FISCAL IMPACT: The water rates for the affected residents will remain on a flat rate until such time that the City adopts a residential water rate schedule. There will be a slight increase in long-term maintenance and replacement costs, which will be addressed in the future metered water rate.

FUNDING AVAILABLE: Water Fund (181) \$140,000.00

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

RCP/LC/pmf

Attachment

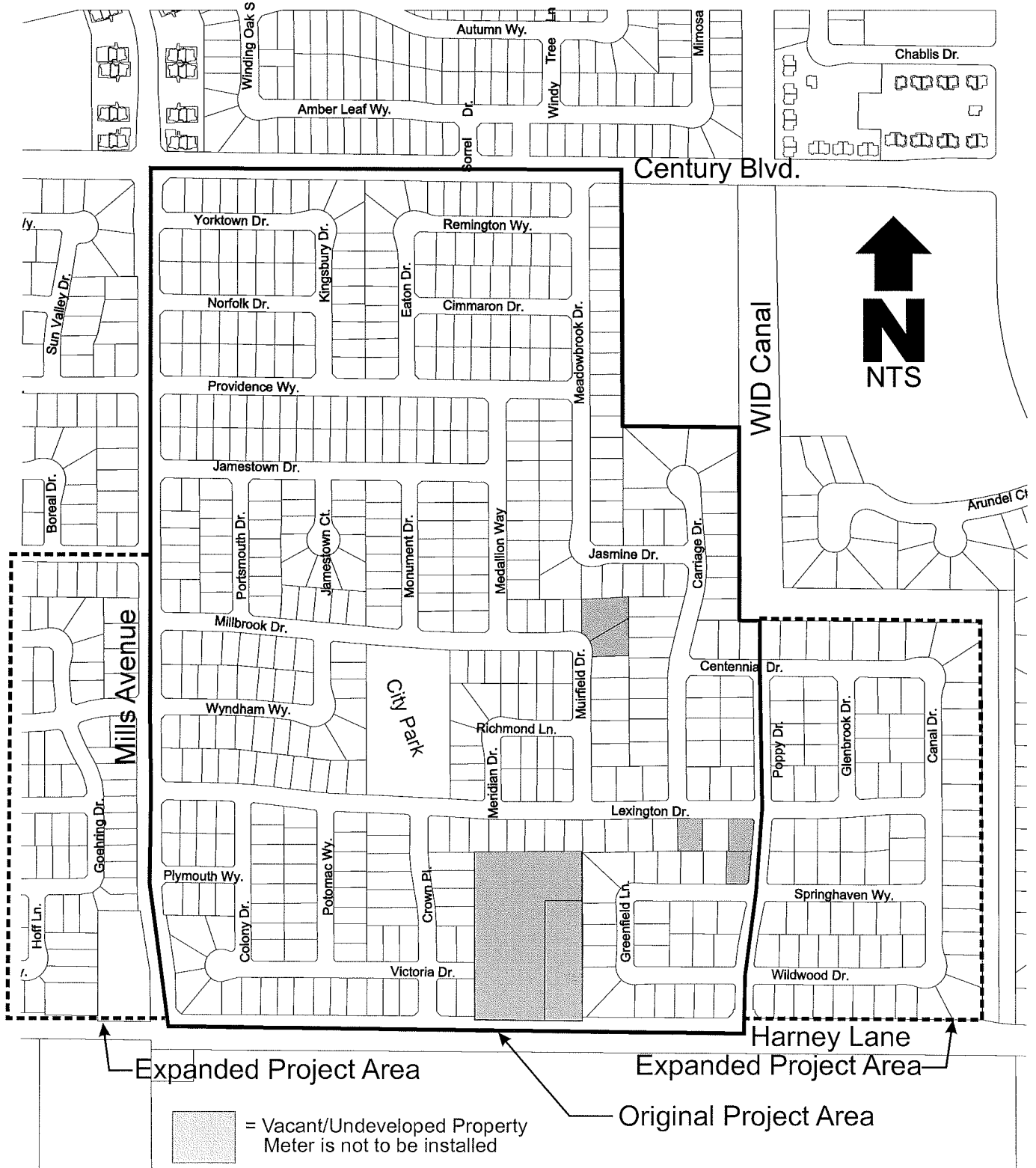
cc: City Attorney
Purchasing Officer
Water Service Manager
Petersen Construction Inc.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A VICINITY MAP Water Meter Installation Area



RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR RESIDENTIAL
WATER METER INSTALLATION PROJECT (PHASE 2)
AND AUTHORIZING THE CITY MANAGER TO EXTEND
THE CONTRACT

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on January 16, 2008, at 11:00 a.m., for the Residential Water Meter Installation Project (Phase 2); and

WHEREAS, said bids have been compared, checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Location	Bid
Petersen Construction, Inc.	Reno,NV	\$13,048.00
Vulcan Construction & Maint., Inc.	Fresno	\$27,200.00
Preston Pipeline, Inc.	Milpitas	\$31,232.16
Cal Sierra Construction, Inc.	Carmichael	\$31,840.00
Doug Veerkamp General Engr.	Placerville	\$39,264.00
Lawrence Backhoe Service	Atwater	\$40,888.00
Clyde Wheeler Pipeline, Inc.	Oakdale	\$42,280.00
Odyssey Landscape Company	Stockton	\$45,280.00
G & L Brock Construction	Stockton	\$55,040.00
Carl Crutchfield Construction	Stockton	\$55,040.00
Arrow Construction	Sacramento	\$59,680.00
Altman General Engineering	Yuba City	\$63,392.00
T. E. Service Corporation	Modesto	\$66,064.64
Roto Rooter	Stockton	\$68,032.00
Diede Construction, Inc.	Woodbridge	\$77,200.64
Ford Construction Company	Lodi	\$93,552.00

WHEREAS, staff recommends award of the contract for the Residential Water Meter Installation Project (Phase 2) be made to the firm providing the lowest bid price, Petersen Construction, Inc., of Reno, Nevada; and

WHEREAS, the bid price of \$13,048 is significantly less than the Engineer's estimate of \$75,920, and Petersen Construction, Inc., is willing to extend the quantity of meters installed with the same per meter price.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby awards the contract for Residential Water Meter Installation Project (Phase 2) to Petersen Construction, Inc., of Reno, Nevada, in the amount of \$13,048; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to extend the contract up to the original budgeted amount (\$140,000 project total, including purchase of meters and remote reading units).

Dated: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Rejecting the Low Bid and Awarding the Contract for the Acceptance Testing and Commissioning of the Killelea Substation Rehabilitation Project to Power Testing & Energization, Inc. of Vancouver, Washington, and Authorizing the City Manager to Approve Change Orders up to \$30,000 (\$148,592) (EUD)

MEETING DATE: February 20, 2008

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution rejecting the low bid, awarding the contract to the next lowest responsible bidder for the acceptance testing and commissioning of the Killelea Substation Rehabilitation Project to Power Testing & Energization, Inc. of Vancouver, Washington, and authorizing the City Manager to approve change orders up to \$30,000.

BACKGROUND INFORMATION: The rehabilitation of the Killelea Substation is currently ongoing. The project includes the modification of the existing 60kV system, installation of new 12kV switchgear, construction of new control building, installation of updated communications and security systems, and expansion of the substation facility itself. Rosendin Electric, Inc. (Rosendin) is the general contractor for this project. Siemens Power Transmission & Distribution (Siemens) is the supplier for the 12kV switchgear and the remote terminal communications unit (RTU).

According to Rosendin's latest project schedule, the final Acceptance Testing and Commissioning activities for the rehabilitated substation systems/equipment will begin in mid-March 2008. This task is the City of Lodi's responsibility. This task will cover the installation of one 60kV disconnect switch, 12kV switchgear, RTU and communication systems, security systems, control building electrical systems, protection systems, and the control and auxiliary systems. The Acceptance Testing and Commissioning task will also include the maintenance, repair and overhauling of the existing two (2) power transformers and two (2) 60kV circuit breakers. Acceptance testing demands a very detailed inspection, adjustments and confirmation that all power equipment is in excellent working condition and all systems are functioning correctly and safely before final substation operations. As noted earlier, this work is the Electric Utility Department's (EUD) responsibility and is planned to occur approximately four to five weeks prior to the actual energizing of the substation facility, which is scheduled on May 1, 2008.

On January 16, 2008, City Council authorized a request for proposal (RFP) to perform acceptance testing and commissioning of the Killelea Substation Rehabilitation Project. The estimated budget was \$175,000. Accordingly, EUD prepared a detailed technical specification and scope of work for Testing and Commissioning to the above Project, and on January 31, 2008 the specification and the scope of work was released for price quotes.

APPROVED: _____
Blair King, City Manager

Electric Utility Department (EUD) received price quotations from two professional testing firms:

1. Power Testing and Energization of Vancouver, WA provided its price quotation including: project approach, project team and resumes, qualifications and project experience, and work plan. Their price quotation is \$148,592. This price does not include the price of material for replacement/maintenance of the two (2) power transformers and two (2) 60kV circuit breakers. These materials are to be identified during the maintenance of the equipment. Power Testing and Energization shall bring with it a standard kit of material for maintenance of the above mentioned equipment. Also, during the maintenance period, the firm shall identify the materials needed to be replaced, and replace them from the supply of material they bring to Lodi. EUD shall only be charged for materials actually required. The estimated cost of these materials is up to \$30,000 based on EUD's prior experience with similar work at other substations.

2. Power and Testing Company of Fresno, CA provided a price quotation of \$70,000. This bid was only for the acceptance testing and commissioning elements of the scope of work and did not include a price for overhaul of the Killelea transformers and 60KV circuit breakers. The bid was also submitted without detail on project approach, project team and resumes, qualification and project experience, and work plan. As a result, this bid does not comply with the specification and scope of work.

Summary: Staff recommends rejection of the bid by Power Testing Company, since it is incomplete and to instead award the work to Power Testing and Energization. The Power Testing and Energization bid complies with the bid specification and scope of work and the price is reasonable for the intended work. The company has significant experience in testing and commissioning of electrical power system projects, from low voltage up to extra high voltage in general and in substation projects in particular. Past work by the contractor for EUD has been favorable.

FISCAL IMPACT: The bid price of the Killelea Substation Rehabilitation Project acceptance testing and commissioning is \$148,592 plus up to \$30,000 for needed parts/materials.

FUNDING: Transfer of funds from unencumbered bond proceeds (Electric Utility Department 2002 Certificate of Participation Series A) to Account No. 161677.

Kirk Evans, Budget Manager

George F. Morrow
Electric Utility Director

PREPARED BY: Weldat Haile, Senior Power Engineer

GFM/WH/lt

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING THE LOW BID AND
AWARDING THE CONTRACT FOR THE ACCEPTANCE TESTING AND
COMMISSIONING OF THE KILLELEA SUBSTATION REHABILITATION PROJECT
TO POWER TESTING & ENERGIZATION, INC. OF VANCOUVER, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO
\$30,000

WHEREAS, in answer to the request for proposal that was duly approved by the City Council on January 16, 2008, proposals were received and opened on February 5, 2008 at 5:00 p.m. for the acceptance testing and commissioning of the Killelea Substation Rehabilitation Project; and

WHEREAS, said proposals have been compared and checked and a report thereof filed with the City Manager as follows:

Power & Testing Company, Fresno, CA	\$ 70,000
Power Testing & Energization, Inc., Vancouver, WA	\$148,592

WHEREAS, staff recommends that the City Council reject the low bid for non-compliance with the request for proposal scope of work and further recommends awarding the contract to Power Testing & Energization, Inc. of Vancouver, Washington in the amount of \$148,592.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby rejects the low bidder, Power & Testing Company of Fresno, California due to non-compliance with the request for proposal scope of work; and

BE IT FURTHER RESOLVED, that the award of the bid for the acceptance testing and commissioning of the Killelea Substation Rehabilitation Project for the Electric Utility Department be and the same is hereby awarded to Power Testing & Energization, Inc. of Vancouver, Washington in the amount of \$148,592;

BE IT FURTHER RESOLVED, that the City Manager be authorized to approve change orders up to \$30,000 for the acceptance testing and commissioning of the Killelea Substation Rehabilitation Project for the Electric Utility Department.

Dated: February 20, 2008

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute a Third Phase Agreement with the Northern California Power Agency for the Western Geothermal, Inc. Renewable Energy Project (EUD)

MEETING DATE: February 20, 2008

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Third Phase Agreement with the Northern California Power Agency (NCPA) for the Western Geothermal, Inc. Renewable Energy Project.

BACKGROUND INFORMATION: In December, 2007, NCPA was presented an opportunity to acquire additional geothermal energy for its members. Western Geothermal, Inc. had plans to develop a new geothermal project (Geothermal Project) in the Geysers Geothermal Field located in the Mayacamas Mountains of Sonoma and Lake Counties in northern California and offered to sell the output of the project to NCPA. The target operation date is April 2010.

The planned 25 to 33 megawatt project is intended/expected to qualify as an Eligible Renewable Resource (ERR) under California's Renewable Portfolio Standard Program (RPS). In addition, the environmental attributes associated with reduced emissions of SO₂, NO_x, CO and Greenhouse Gases (CO₂, methane, and others) will accrue to the purchasers of energy from the Geothermal Project.

The renewable energy or RPS target for California electric utilities is 20 percent of electric load by 2010. Lodi's current level of qualified renewable energy is slightly in excess of this level; however, there continues to be legislation introduced in California to raise this level to 33% and even 50%.

Under AB32, the current Green House Gas or GHG target in California is for all GHG-emitting entities to reduce emissions of GHG to 1990 levels by 2020. Regulations to effectuate this law are under development but will likely require the Electric Utility Department (EUD) to find ways to reduce GHG emissions at some point in the future.

The proposed agreement to purchase energy from the Geothermal Project allocates project output to interested NCPA members on a load ratio basis. All NCPA members are expected to participate except for Biggs, Gridley, Healdsburg and Ukiah. In this case, Lodi would have a 4.84% interest in the output of the project which would equal 1.21 to 1.55 MW at the expected range of project performance. For comparison purposes, Lodi's annual peak energy usage is about 150 MW.

Electricity from the Geothermal Project is being sold on a "take and pay" basis. That is, participating NCPA members will receive and pay only for energy actually produced from the project. The price of

APPROVED: _____
Blair King, City Manager

energy is a flat \$98 per megawatt-hour for the entire 20 year committed delivery period under the agreement. While this price may appear relatively high in today's dollars, this does reflect the current market for power which includes "capacity", renewable energy credits and which has positive environmental attributes from a Greenhouse Gas perspective. The levelized present value of this energy is about \$69 per megawatt-hour assuming a four percent (4%) discount rate. This compares favorably to "raw" wholesale electric power available today without the capacity, renewable and environmental attributes described above. (Note that pre-commercial test energy is priced at \$88 per megawatt-hour.)

A copy of the 3rd Phase Agreement for Western Geopower, Inc. Renewable Energy Power Purchase is attached.

FISCAL IMPACT: EUD will purchase electricity from the Geothermal Project for \$98 per megawatt-hour following commercial operation of the project targeted for April 2010 and continuing for twenty (20) years. Pre-commercial power will be priced at \$88 per megawatt-hour. Assuming a 90 percent capacity factor, a 25 MW project rating, and a price of \$98 per megawatt-hour, the annual costs to EUD would be about \$935,000 (9,540 MWH).

FUNDING: Funding for these future costs will be through EUD's Power Supply operating budget account as may be approved by City Council.

Kirk Evans, Budget Manager

George F. Morrow
Electric Utility Director

Attachments

THIRD PHASE AGREEMENT

FOR

WESTERN GEOPower INCORPORATED

RENEWABLE ENERGY POWER PURCHASE AGREEMENT

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This Third Phase Agreement for Western GeoPower Incorporated Renewable Energy Power Purchase Agreement is between the Northern California Power Agency, a joint powers agency of the State of California (“**NCPA**”) and those of its Members who execute this Agreement (“**Participants**”). NCPA and the Participants are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. WHEREAS, NCPA and the Participants are interested in purchasing additional renewable electric capacity and energy for the benefit of the Participants’ customers:

B. WHEREAS, The Participants desire that NCPA negotiate and enter into a renewable energy power purchase agreement (PPA) with the Western GeoPower Incorporated (“Western GeoPower”) for twenty (20) years; and

C. WHEREAS, NCPA has executed a .PPA with Western GeoPower to purchase the entire expected Project Output from a new Western GeoPower geothermal project (“Project”) located in the Geysers Geothermal Field located in Mayacamas Mountains of Sonoma and Lake Counties in the State of California; and

D. WHEREAS, NCPA, on behalf of the Participants, will purchase the Project output of for at a fixed price not to exceed ninety-eight dollars (\$98.00) per megawatt hour for the initial term of twenty (20) years; and

E. WHEREAS, NCPA and the Participants wish to enter into this Agreement to provide all means necessary for NCPA to fulfill obligations incurred on behalf of NCPA and the Participants pursuant to the PPA and to enable and obligate the Participants to take delivery of and pay for such electricity and to pay NCPA for the costs of undertaking the foregoing activities; and

F. WHEREAS, NCPA and its members have (or will have) entered into the Facilities Agreement, dated September 22, 1993, which provides for services which NCPA shall perform for its members, and for the provisions to be contained in third phase agreements such as this Agreement.

G. WHEREAS, NCPA and its members have (or will have) entered into the Scheduling Coordination Program Agreement ("SCPA"), dated August 28, 2002, which provides for CAISO scheduling services and cost allocations which NCPA shall perform for its members.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and intend to be legally bound, as follows:

Section 1. Definitions

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings:

1.1.1 "Agreement" means this NCPA Third Phase Agreement for Western GeoPower Incorporated Renewable Energy Power Purchase Agreement, including all Exhibits attached hereto, as the same may be amended from time to time in accordance with the terms and conditions hereof.

1.1.2 "Annual Budget" means the budget for the ensuing Budget Year adopted by the Commission, as it may be amended from time to time.

1.1.3 "Associate Member" means an associate member of NCPA admitted to NCPA in accordance with Article IV, Section 7 of the Joint Powers Agreement.

1.1.4 “Budget Year” means the NCPA fiscal year; currently the twelve month period beginning July 1 and ending on the next following June 30.

1.1.5 “Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time.

1.1.6 “Capacity Attributes” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Project, intended to value any aspect of the capacity of the Project to produce Energy or ancillary services, including, but not limited to, any accounting construct so that the full Contract Capacity of the Project may be counted toward a Resource Adequacy Requirement or any other measure by the CPUC, the CAISO, the FERC, or any other entity invested with the authority under federal or state law, to require Buyer to procure, or to procure at Buyer’s expense, Resource Adequacy or other such products.

1.1.7 “Claims” has the meaning set forth in Section 11.2.

1.1.8 “Commission” means the NCPA Commission.

1.1.9 Not Applicable under this Agreement.

1.1.10 “Constitutive Documents” means, with respect to NCPA, the Joint Powers Agreement and any resolutions or bylaws adopted thereunder, and with respect to each Participant, the California Government Code and other statutory provisions applicable to such Participant, any applicable agreements, charters, contracts or other documents concerning the formation, operation or decision making of such Participant, including, if applicable, its City Charter, and any codes, ordinances, bylaws, and resolutions adopted by such Participant’s governing body.

1.1.11 Not applicable under this Agreement.

1.1.12 “Defaulting Party” has the meaning set forth in Section 9.1.

1.1.13 “Not applicable under this Agreement”

1.1.14 “Effective Date” has the meaning set forth in the Section 9 of this Agreement.

1.1.15 “Electric System” means, with respect to each Participant except the San Francisco Bay Area Rapid Transit District (“BART”), all properties and assets, real and personal, tangible and intangible, of the Participant now or hereafter existing, used or pertaining to the generation, transmission, transformation, distribution or sale of electric capacity and energy, or the utilization of such, including all additions, extensions, expansions, improvements and betterments thereto and equipment thereof; provided, however, that to the extent the Participant is not the sole owner of an asset or property or to the extent that an asset or property is used in part for the above described purposes, only the Participant’s ownership interest in such asset or property or only the part of the asset or property used for electric purposes shall be considered to be part of its Electric System.

1.1.16 “Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to the power purchase. Environmental Attributes include, but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Environmental Attributes do not include: (1) any energy, capacity, reliability or other power attributes; (2) production tax credits associated with the construction or operation of the energy

Projects and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation: (3) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or (4) emission reduction credits encumbered or used by the Unit(s) for compliance with local, state, or federal operating and/or air quality permits.

1.1.17 "Event of Default" has the meaning set forth in Section 5.5.3 and Section 10.1.

1.1.18 "Joint Powers Agreement" means that certain Northern California Power Agency Joint Power Agreement first made July 19, 1968 and revised as of April 1, 1973, establishing NCPA, as the same may be amended from time to time.

1.1.19 "Member" means any Member of NCPA or Associate Member of NCPA.

1.1.20 "MW" means megawatt.

1.1.21 "MWh" means megawatt hour.

1.1.22 "NCPA" has the meaning set forth in the preamble hereto.

1.1.23 "Participation Percentage." has the meaning, with respect to each Project Participant, the percentage of the total capacity of the Project, and the energy associated with such capacity, to which such Participant is entitled pursuant to the terms of this Agreement. The Project Participation Percentage for each Project participant shall be in the percentage set forth in Exhibit B, attached hereto and incorporated herein. Exhibit B, shall be amended from time to time in accordance with this Agreement.

1.1.24 “Project Cost Allocation” means the Project Costs allocated to the Participants in the Annual Budget.

1.1.25 “Project Costs” means any and all costs, directly or indirectly, incurred by NCPA as a result of entering into the PPA. NCPA costs include, but are not limited to related legal fees and associated staff time, administrative and general overhead costs, charges for transmission, transmission related costs and costs associated with the .PPA or other NCPA associated Agreements, including the Facilities Agreement and the SCPA.

1.1.26 “Project Output” means all energy generated from the geothermal Project currently being developed by Western GeoPower in conjunction with this Project, related Environmental Attributes and Capacity Attributes;

1.1.27 “Participant” has the meaning set forth in the preamble hereto.

(i) “Party” or “Parties” has the meaning set forth in the preamble hereto; provided that “Third Parties” are entities that are not party to this Agreement.

1.1.28 “PPA” means the Renewable Energy Power Purchase Agreement attached hereto as Exhibit A.

1.1.29 Not applicable under this Agreement.

1.1.30 “Resource Adequacy Capacity” is that capacity in megawatts that has been approved by each Participant. as capacity available to ensure that adequate resources are available to meet peak demand and operating and planning reserves for the purposes of local area and system reliability.

1.1.31 “Revenues” means, with respect to each Participant with the exception of BART, all income, rents, rates, fees, charges, and other moneys derived by the

Participant from the ownership or operation of its Electric System, including, without limiting the generality of the foregoing, (a) all income, rents, rates, fees, charges or other moneys derived from the sale, furnishing and supplying of electric capacity and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System, (b) the earnings on and income derived from the investment of such income, rents, rates, fees, charges or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to its Electric System, and (c) the proceeds derived by the Participant, directly or indirectly, from the sale, lease or other disposition of all or a part of the Electric System, but the term “Revenues” shall not include (i) customers’ deposits or any other deposits subject to refund until such deposits have become the property of the Participant or (ii) contributions from customers for the payment of costs of construction of facilities to serve them. In regards to BART, “Revenues” means, all income, rents, rates, fees, charges, grants, fares or tariffs, subventions and other moneys derived by the Participant from its operation, including, without limiting the generality of the foregoing, (i) the earnings on and income derived from the investment of such income, rents, rates, fees, charges grants, fares or tariffs, subventions or other moneys and (ii) the proceeds derived by the Participant, directly or indirectly, from the sale, lease or other disposition of all or a part of its assets, but the term “Revenues” shall not include any moneys derived from sources, the use of which is limited by law to expenditures other than operating expenses.

1.1.32 “Scheduling Protocols” means the applicable provisions of the .SCPA and any other contractual or other arrangements between NCPA and the relevant Participant concerning the scheduling, delivery and metering of the PPA.

1.1.33 “Security Account” means the account established by NCPA and funded by the Participants in accordance with Section 5.3, the funds of which are available for use by NCPA in accordance with the terms and conditions hereof.

1.1.34 Not applicable under this Agreement.

1.1.35 “Term” has the meaning set forth in Section 9.

1.1.36 Not applicable under this Agreement.

1.1.37 Not applicable under this Agreement.

1.2 Rules of Interpretation. As used in this Agreement (including the Recitals hereto), unless in any such case the context requires otherwise: the terms “herein,” “hereto,” “herewith” and “hereof” are references to this Agreement taken as a whole and not to any particular provision; the term “include,” “includes” or “including” shall mean “including, for example and without limitation;” and references to a “Section,” “subsection,” “clause,” or “Exhibit” shall mean a Section, subsection, clause or Exhibit of this Agreement, as the case may be. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law, regulation or ordinance includes any amendment or modification thereof. A reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and includes its successors and permitted assigns. The singular shall include the plural and the masculine shall include the feminine, and *vice versa*.

Section 2. Effectiveness of Agreement This Agreement shall be effective as to each Participant as of the Effective Date upon execution by the Participant, as described in Section 9 below.

Section 3. Delivery of Electricity / Allocation of Resource Adequacy Capacity and Environmental Attributes. By executing this Agreement, each Participant acknowledges and agrees to be bound by the take-or-pay process contained in or referenced herein. Any electricity delivered to NCPA under the PPA . shall be delivered to each Participant in proportion to such Participant’s Participation Percentage and each Participant shall accept and pay for its relevant

percentage of such electricity. To the extent Participant is unable to accept such deliveries in full, NCPA shall dispose of such surplus in its discretion, in such a manner to maximize Participant value. Notwithstanding the above, NCPA may allocate and pool capacity and energy procured through the PPA among the Participants in such percentages as NCPA may, in its reasonable discretion, determine are necessary, desirable, or appropriate. Such electricity shall be scheduled for the Participants in accordance with the Scheduling Protocols. Resource Adequacy Capacity and Environmental Attributes obtained by NCPA as a result of performance under this Agreement shall likewise be allocated to each Participant by its Participation Percentage.

3.1 Payments to Counterparty. NCPA shall pay all costs incurred hereunder using operating funds or Security Account funds, paid to NCPA in accordance with Section 5, or such other sources as may be agreed upon in writing by the Parties from time to time.

Section 4. Cooperation and Further Assurances Each of the Parties agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement. Further, the Parties agree to cooperate and act in good faith in connection with obtaining any credit support required in order to procure electricity from an Eligible Contract Purchase, including, with respect to negotiating and executing, any agreements to implement any credit support arrangements.

Section 5. Payment Obligations, Security Account, Invoicing

5.1 Participant Payment Obligations. Each Participant agrees to pay to NCPA each month its respective portion of the Project Costs. In addition, each Participant shall maintain working capital in accordance with NCPA's Annual Budget, and maintain its Security Account as provided in this Agreement.

5.2 Calculation of and True-Up for Project Costs. Upon the conclusion of a Budget Year NCPA shall compare each Participant's payment of estimated Project Costs with the actual Project Costs incurred on behalf of each Participant such that overpayments will be credited to, and underpayments will be debited to the Participant's account in accordance with NCPA's Annual Budget settlements.

5.3 Security Account.

5.3.1 Initial Amounts. NCPA shall notify each Participant three months prior to the expected initial delivery of power of the initial security amounts which Participant shall be obligated to pay for under this Agreement. Each Participant shall ensure that sufficient funds are on deposit in the Security Account equal to the highest (3) months of the immediately following (12) months of estimated Project Costs ; provided, however, that such deposit may be satisfied, in whole or part, either in cash or through a letter of credit satisfactory to NCPA's General Manager.

5.3.2 Subsequent Deposits. Periodically, and at least quarterly, NCPA shall review and revise its estimate of all costs for which Participant shall be obligated to pay for under this Agreement for the succeeding twelve (12) months. Following such review, NCPA shall determine whether each Participant has a sufficient balance in the Security Account. To the extent that any Participant's balance in the Security Account is greater than one hundred and ten percent (110%) of the amount required herein, NCPA shall credit such amount as soon as practicable to the Participant's next following invoice. To the extent that any Participant's balance in the Security Account is less than ninety percent (90%) of the amount required herein, NCPA shall add such amount as soon as practicable to such Participant's next invoice. Credits or additions shall not be made to Participants who satisfy these Security Account requirements in whole, through the use of a letter of credit, provided that the amount of the letter of credit shall be adjusted in a like manner to assure an amount equal to the highest three (3) months of estimated Project Costs.

5.3.3 Use of Security Account Funds. NCPA may use any and all funds deposited into the Security Account to pay any costs it incurs hereunder, including making payments to the counterparty under the PPA. NCPA may use any and all funds without regard to any individual Participant's balance in the Security Account or proportionate share of Project Costs and irrespective of whether NCPA has issued an invoice for such costs to the Participants or whether a Participant has made timely payments of invoices. Should Participant have satisfied its Security Account requirements, in whole or in part, through a letter of credit, NCPA may draw on such letter of credit to satisfy Participant's obligations hereunder.

5.3.4 Emergency Additions. In the event that the funds are withdrawn pursuant to section 5.3.3, or if the Security Account is insufficient to allow payment of an invoice, demand, request for further assurances by Third Parties, or Claims, NCPA shall notify all Participants and then prepare and send a special or emergency assessment to the Participants. Each Participant shall pay to NCPA such assessment when and if assessed by NCPA within two (2) Business Days of the invoice date of the assessment or consent to and direct NCPA to draw on any existing letter of credit Participant has established for such purposes.

5.3.5 Accounting and Interest. NCPA shall maintain a detailed accounting of each Participant's deposits into and shares of withdrawals from the Security Account. Interest earned on the Security Account shall be proportionately credited to the Participants in accordance with their Security Account balances. Any losses in the Security Account caused by early termination of investments shall be allocated among the Participants in accordance with their proportionate Participation Percentages.

5.3.6 Return of Funds. On the termination of this Agreement with respect to a Participant or a permitted withdrawal of a Participant in accordance with this Agreement, the affected Participant or Participants may apply to NCPA for the return of their

share of Security Account funds ninety (90) days after the effective date of such termination or withdrawal. NCPA shall, in its sole discretion, as determined by the General Manager, estimate the then outstanding liabilities of the Participant(s), including any estimated contingent liabilities and shall retain all such funds until all such liabilities have been fully paid or otherwise satisfied in full. The balance of the Participant's share of the Security Account will be refunded to the Participant.

5.4 Invoicing.

5.4.1 Invoices. As part of NCPA's regular, monthly, advance billing or by separate special invoice, as required in the circumstances, NCPA will issue an invoice to each Participant for its proportionate share of the Project Costs due (or any adjustments thereto) based on Sections 5.1 and 5.2 above. Such invoices may include estimated costs and estimated settlement and meter data. Each invoice shall include: (i) the total Project Costs attributable to the activities under this Agreement for such month and the relevant Participant's share thereof; (ii) the quantity of electricity, Resource Adequacy Capacity and Environmental Attributes delivered to such Participant (or an estimate thereof) and the unit price for such electricity; (iii) appropriate settlement and meter data (or an estimate thereof); (iv) including any adjustments to prior invoices required based on actual data received that was estimated in a previous invoice. In addition NCPA may invoice an amount, if any, that NCPA has paid or reasonably expects to pay using funds available in the Security Account; and amounts due from (or credited to) such Participant under Section 5.3.2.

5.4.2 Payment of Invoices. All invoices delivered by NCPA hereunder are due and payable on the date indicated on such invoice, provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day. NCPA may apply a Participant's share of the Security Account to the payment of all or any portion of an invoice issued to such Participant, provided that application of such funds from the Security Account shall not relieve the Participant from any late payment charges

pursuant to Section 5.4.3. To the extent that NCPA applies funds from the Security Account to pay an amount due under an invoice, following receipt of payment of such invoice by the relevant Participant, NCPA shall deposit the relevant portion of the payment into the Security Account and credit such deposit to such Participant.

5.4.3 Late Payments. Any amount due and not paid by a Participant in accordance with Section 5.4.2 shall bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

5.5 Settlement Data and Examination of Books and Records.

5.5.1 Settlement Data. NCPA will make metering and settlement data available to the Participants. Procedures and formats for the provision of such data will be as established by the Participants and NCPA from time to time.

5.5.2 Examination of Books and Records. Any Participant to this Agreement shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

5.5.3 Revenue Covenant. Any failure of a Participant to meet its obligations hereunder or to cure such failure in a timely manner shall constitute a Default and the Defaulting Party shall be subject to such remedies of NCPA as provided for herein. Each Participant covenants and agrees (i) to continue to pay or advance to NCPA, from its electric department revenues only or, in the case of BART, its tariffs, fees or other sources of revenue, provided that such sources shall not include any sums derived from sources, the use of which is limited by law to expenditures other than operating expenses, its percentage share of the costs authorized by Participants in accordance with this Agreement in connection with its participation in the Project. Each Participant further agrees that it will fix the rates and charges for services provided by its electric department, or in the case of BART, its general revenues, so

that it will at all times have sufficient money in its department revenue funds to meet this obligation; (ii) to make payments under this Agreement from the Revenues of, and as an operating expense of, its Electric System, or in the case of BART, its general revenues; (iii) to make payments under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement; such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether any dispute exists provided such interruption, interference or reduction in services is caused by forces constituting an Act of God and not reasonably contemplated by the Parties; and (iv) to operate its Electric System., or in the case of BART, its transit system, in an efficient manner and to maintain its facilities in good repair, condition and working order so that: (a) the Participant's obligations to make payments under this Agreement are not adversely affected or threatened; and (b) NCPA's bond rating and ability to negotiate and enter into a .PPA are not adversely affected or threatened.

Section 6. Administration of Agreement

6.1 General. The NCPA Commission has sole overall responsibility and authority for the administration of this Agreement. Any acts, decisions or approvals taken, made or sought by NCPA under this Agreement shall be taken, made or sought, as applicable, in accordance with NCPA's Constitutive Documents and Section 6.2.

6.2 Action by Participating Members.

(a) Forum: Whenever any action anticipated by this Agreement is required to be taken by the Participating Members, such actions shall be taken at a regular or special meeting of the NCPA Commission but shall be participated in only by those Commissioners, or their designated alternates, who are Participants.

(b) Quorum: A quorum at NCPA Commission meetings for purposes of acting upon matters relating to this Agreement shall consist of Commissioners, or

their designated alternates representing at least two Participants having a combined majority interest based upon Participation Percentages.

(c) Voting: Each Participant shall have the right to cast one vote with respect to matters pertaining to this Agreement, with a majority vote of the Participating Members required for action subject to the following exceptions:

(i) Upon request of any Participant representative, the voting on an issue related to this Agreement shall be by Participation Percentage with a 65% or more favorable vote necessary to carry the action. The 65% required by the preceding sentence shall be reduced by the amount that the Participation Percentage of any Participant exceeds 35%, but shall not be reduced below a majority interest.

(ii) After any decision related to this Agreement is taken by the affirmative vote of less than 65% of the Program Participants, the action can be reviewed and revised if a Participant gives notice of intention to seek such review and revision to NCPA and each of the other Participants within ten (10) days following the date on which such action was taken. Upon receipt of such a request for reconsideration, the Chair Person of the Commission shall agendize the matter for reconsideration at the next regular meeting of the Commission or at a special meeting if the circumstances so warrant. The action shall be upheld upon the affirmative vote of authorized representatives the Participants. Any action taken upon reconsideration shall be final.

Section 7. Transfer of Rights by Participants

7.1 A Participant has the right to make transfers, sales, assignments and exchanges (collectively "transfers(s)") its Participation Percentage and rights thereto. If a Participant desires to transfer a portion or its entire share of the Project for a specific time interval, or permanently, NPCA will, if requested by such Participant, use its best efforts to transfer that portion of the Participant's share of the Project.

7.2 Before NCPA may transfer an excess Project share pursuant to section 7.1 to any person or entity other than a Participant, it shall give all Participants the right to purchase the share on the same terms and conditions. Before NCPA may transfer an excess Project share pursuant to section 7.1 to any person or entity other than an NCPA member, it shall give all NCPA members the right to purchase the share on the same terms and conditions. Such right shall be exercised within thirty (30) days of receipt of notice of said right.

7.3 No transfer shall relieve a Participant of any of its obligations under this Agreement except to the extent that NCPA receives payment of these obligations from a transferee.

Section 8. Withdrawal of Participants. No Participant may withdraw from this Agreement except as provided herein Refer Section 7 above for discussion. However, NCPA will use its best efforts to assist any Participant that wishes to transfer all or any portion of its rights pursuant to Section 7 above.

Section 9. Term and Termination. This Agreement shall become effective when it has been executed and delivered to NCPA by Participants, the Participation Percentages of which, in the aggregate, equal at least 65% participation in the Project. NCPA shall provide written notices to all Participants establishing the “effective date”. The remaining Participants listed in Exhibit B shall have 45 days, following the notice of the effective date to execute and deliver counterparts of this Agreement to NCPA. If any Participants listed on Exhibit B fails to execute and deliver this Agreement within such 45 days, unless otherwise agreed to by the Participants who have executed the Agreement, the Participating Percentages of such member or members shall be spread among those Participants in proportion to their Participation Percentages. This Agreement shall be coterminous with the PPA contained in Exhibit A.

Section 10. Default and Remedies

10.1 Events of Default. An Event of Default under this Agreement shall exist with respect to a Party ("Defaulting Party") upon the occurrence of any one or more of the following:

(i) if any Party fails to make any payment or to provide assurances as required of NCPA under this Agreement when due hereunder two (2) Business Days after receipt of notice given by NCPA of such non-payment; or

(ii) the failure of the Defaulting Party to perform any other covenant or obligation under this Agreement where such failure is not cured within ten (10) days following receipt of a notice from NCPA demanding cure (provided that this shall not apply to any failure to make payments (which is covered by Section 10.1 (i)); or

(iii) if any representation or warranty of the Defaulting Party material to the transactions contemplated hereby shall prove to have been incorrect in any material respect when made and the Defaulting Party does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within ten (10) calendar days of the date of receipt of notice from any other Party demanding cure; or

(iv) if a Participant is in default or in breach of any of its covenants under any other agreement with NCPA and such default or breach is not cured within the time periods specified in such agreement; or

(v) the failure of NCPA to perform any covenant or obligation under this Agreement following a ten (10) day notice to cure by any non-defaulting Member.

10.2 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied within the time period specified in Section 10.1, above, as may be applicable after written notice has been sent to the Defaulting Party from NCPA

specifying the default and demanding that the same be remedied provided that failure of a Party to provide such notice shall not be deemed a waiver of such default.

10.3 Participation Rights Of Defaulting Party. Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default and until such Event of Default is cured, the Participant that is the Defaulting Party shall not have the right to participate under Section 6.2 on any matters with respect to this Agreement.

10.4 Remedies in the Event of Default.

10.4.1 Remedies of NCPA. Upon the occurrence of an Event of Default where a Participant is the Defaulting Party, without limiting its other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppels of any right, action or cause of action NCPA may have against the Participant, NCPA may:

(i) suspend the provision of services under this Agreement to such Defaulting Party, including the delivery of electricity and other attributes of the PPA until the Event of Default is cured; and

(ii) demand that the Defaulting Party provide further assurances to compel the correction of the default, including mandating the collection of a surcharge to produce Revenues to secure the cure of the Event of Default; and

(iii) terminate this Agreement as to the Defaulting Party on ten (10) days prior written notice to the Defaulting Party and following approval of the non-defaulting Participants.

10.4.2 Sale/Transfer of Participants Account Upon Default. Upon any default of a Participant caused by the failure of such Participant to pay any sums due, and provided that such default is not cured in a timely manner, then NCPA shall use its best efforts

to sell and transfer for the defaulting Participant's account all or a portion of the Participant's capacity and/or energy and/or Environmental Attributes for the remainder of the term of this Agreement. Notwithstanding that all or any portion of the Participant's capacity is so sold or transferred, the Participant shall remain liable for all of its obligations hereunder unless released therefrom by NCPA upon assumption by a transferee or assignee.

10.4.3 Remedies of Participants. Upon the occurrence of an Event of Default, and following the applicable cure periods, where NCPA is the Defaulting Party, the Participant may, without limiting their other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action the Participants may have against NCPA, terminate this Agreement in whole, subject to the provisions of Section 10.5.4.

10.4.4 Special Covenants Regarding Security Account. In the event that a Participant's balance of the Security Account is insufficient to cover all invoices for costs incurred under this Agreement sent to such Participant, then, without limiting NCPA's other rights or remedies available under this Agreement, at law or in equity, such Participant shall cooperate in good faith with NCPA and shall cure the default within thirty (30) days, on an emergency basis, taking all such action as is necessary, including, but not limited to, raising rates and charges to its customers to increase its Revenues to replenish its share of the Security Account as provided herein, drawing on its cash-on-hand and lines of credit, obtaining further assurances by way of credit support and letters of credit, and taking all such other action as will cure the default.

10.5 Effect of Termination or Suspension.

10.5.1 The suspension or termination of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged contingent liabilities or obligations arising from this Agreement until such obligations are satisfied in full, and all of the

costs incurred by NCPA in connection with such suspension or termination, including reasonable attorneys' fees, the fees and expenses of other experts, including auditors and accountants, other costs and expenses that NCPA is entitled to recover under this Agreement, and other reasonable and necessary costs associated with any and all of the remedies, are paid in full.

10.5.2 Suspension by NCPA. If performance of all or any portion of this Agreement is suspended by NCPA with respect to a Participant in accordance with Section 10.4.1(i), such Participant shall pay any and all costs and obligations incurred by NCPA as a result of such suspension, including reasonable attorneys' fees, the fees and expenses of other experts, including auditors and accountants, other reasonable and necessary costs associated with such suspension and any portion of the Project Costs that were not recovered from such Participant as a result of such suspension.

10.5.3 Termination by NCPA. If this Agreement is terminated by NCPA with respect to a Participant in accordance with Section 10.4.1 (iii), (i) such Participant shall pay any and all costs and obligations incurred by NCPA as a result of such termination including reasonable attorneys' fees, the fees and expenses of other experts, including auditors and accountants, other reasonable and necessary costs associated with such termination and any portion of the Project Costs that were not, or will not be, recovered from such Participant as a result of such termination; provided, however, if NCPA terminates this Agreement with respect to the last Participant, then this Agreement shall terminate.

10.5.4 Termination by Participants. If this Agreement is terminated by all Participants in accordance with Section 10.4.3, or by unanimous consent of all of the Parties hereto, then the Participants shall pay to NCPA all previously unpaid costs and obligations incurred as of the date of such termination,, and following such termination, the Participants shall cooperate and act in good faith to negotiate and agree upon the method of allocating among the Participants in proportion to their respective Participation Percentages the costs and

benefits of the PPA and any financing agreements or commitments and any matters pertaining to the administration, management, control, operation and maintenance of the PPA. NCPA shall reasonably cooperate with the Participants in connection with implementing the foregoing and the Participants shall indemnify NCPA for any costs and obligations incurred in connection therewith, including reasonable attorneys' fees, fees and expenses of other experts, including auditors and accountants and other reasonable and necessary costs. If the Parties are unable to reach agreement as to the foregoing, then the Parties agree to submit the matter to mediation with a mutually agreed upon mediator. If the Parties are still unable to reach agreement following mediation, then the matter shall be submitted to binding arbitration subject to the rules of the American Arbitration Association, the costs of such arbitration being borne proportionally among the Participants.

Section 11. Miscellaneous

11.1 Confidentiality. The Participants and NCPA will keep confidential all confidential or trade secret information made available to them in connection with this Agreement, to the extent possible, consistent with applicable laws, including the California Public Records Act. It shall be the responsibility of the holder of the claim of confidentiality or trade secret to defend at its expense against any request that such information be disclosed. Confidential or trade secret information shall be marked or expressly identified as such.

11.2 Indemnification and Hold Harmless. Subject to the provisions of Section 11.4, each Participant agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts ("Claims"), to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of a Participant, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

11.3 Several Liabilities. No Participant shall be liable under this Agreement for the obligations of any other Participant, and each Participant shall be solely responsible and liable for performance of its obligations under this Agreement, except as otherwise provided for herein, and the obligation of each Participant under this Agreement is a several obligation and not a joint obligation with those of the other Participants.

11.4 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY PARTICIPANT OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH PARTICIPANT EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided

by this section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

11.5 Amendments. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

11.6 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

11.7 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

11.8 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

11.9 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to a Participant and the Secretary of the Commission or transmitted to the Participant and the Secretary of the Commission at the address shown on the signature pages hereof. The designation of such address may be changed at any time by written notice given to the Secretary of the Commission who shall thereupon give written notice of such change to each Participant.

11.10 Warranty of Authority. Each Participant, and NCPA, represents and warrants that it has been duly authorized by all requisite approval and action to execute and

deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms as to the Participant and as to NCPA. Upon execution of this Agreement, each Participant shall deliver to NCPA a resolution of the governing body of such Participant, evidencing approval of and authority to enter into this Agreement, that such authority was duly exercised in accordance with such Participant's Constitutive Documents.

11.11 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

11.12 Assignment. Except as provided by Section 7 no Participant may assign or otherwise transfer its interest in its Participation Percentage or any other rights and obligations under this Agreement without the express written consent of NCPA, which shall not be unreasonably withheld.

11.13 Exercise of the Right of First Refusal. Participants shall abide by the NCPA Facilities Agreement in the exercise of any options by NCPA to purchase the underlying assets of the PPA as per the voting procedures of this Agreement outlined in Section 6. Participation in any such purchase shall be in accordance with the then existing Participation Percentages, unless such Participation Percentages are otherwise agreed upon by the Participants.

11.14 List of Exhibits. The Exhibits referenced herein shall be denoted as follows:

**Exhibit A - RENEWABLE ENERGY POWER PURCHASE AGREEMENT between
NORTHERN CALIFORNIA POWER AGENCY and WESTERN GEOPower
INCORPORATED**

Exhibit B - PARTICIPATION PERCENTAGES

EXHIBIT B

WESTERN GEOPOWER PROJECT

	Ld Shr	Ld Shr Pcnt	Norm.Shr	Norm.Shr Pcnt	Capacity 25	Capacity 32	
Alameda	4	4.00%	4	4.10	4.10%	1.03	1.31
BART	3.74	3.74%	3.74	3.84	3.84%	0.96	1.23
Biggs	0.16	0.16%	0	-	0.00%	0.00	0.00
Gridley	0.36	0.36%	0	-	0.00%	0.00	0.00
Healdsburg	0.78	0.78%	0	-	0.00%	0.00	0.00
Lodi	4.72	4.72%	4.72	4.84	4.84%	1.21	1.55
Lompoc	1.43	1.43%	1.43	1.47	1.47%	0.37	0.47
Palo Alto	10.05	10.05%	10.05	10.31	10.31%	2.58	3.30
PSREC	1.7	1.70%	1.7	1.74	1.74%	0.44	0.56
Portof Oak	0.78	0.78%	0.78	0.80	0.80%	0.20	0.26
Redding	8.36	8.36%	8.36	8.58	8.58%	2.14	2.74
Roseville	12.47	12.47%	12.47	12.79	12.79%	3.20	4.09
SVP	28.55	28.55%	28.55	29.29	29.29%	7.32	9.37
Truckee D	1.5	1.50%	1.5	1.54	1.54%	0.38	0.49
TID	20.17	20.17%	20.17	20.69	20.69%	5.17	6.62
Ukiah	1.23	1.23%	0	-	0.00%	0.00	0.00
	100	100.00%	97.47	100.00	100.00%	25.00	32.00

Healdsburg opted out

IN WITNESS WHEREOF, each Participant has executed this Agreement with the approval of its governing body, and NCPA has authorized this Agreement in accordance with the authorization of its Commission.

NORTHERN CALIFORNIA
POWER AGENCY
[Address]
[City, State, Zip]
[Telephone]
[Facsimile]

ALAMEDA POWER AND TELECOM
[Address]
[City, State, Zip]
[Telephone]
[Facsimile]

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Its: **Attorney**
Date: _____

By: _____
Its: **Attorney**
Date: _____

BAY AREA RAPID TRANSIT
[Address]
[City, State, Zip]
[Telephone]
[Facsimile]

CITY OF LODI
Post Office Box 3006
221 W. Pine Street
Lodi, CA 95241
209-333-6762
209-333-6839 Facsimile

By: _____
Title: _____
Date: _____

By: Blair King
Title: City Manager
Date: _____

Approved as to form:

Approved as to form:

By: _____
Its: **Attorney**
Date: _____

By: D. Stephen Schwabauer
Its: City Attorney
Date: _____
ATTEST:

Randy Johl, City Clerk

CITY OF LOMPOC

[Address]

[City, State, Zip]

[Telephone]

[Facsimile]

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Its: **Attorney**

Date: _____

CITY OF PALO ALTO

[Address]

[City, State, Zip]

[Telephone]

[Facsimile]

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Its: **Attorney**

Date: _____

PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE

[Address]

[City, State, Zip]

[Telephone]

[Facsimile]

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Its: **Attorney**

Date: _____

PORT OF OAKLAND

[Address]

[City, State, Zip]

[Telephone]

[Facsimile]

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Its: **Attorney**

Date: _____

CITY OF ROSEVILLE

[Address]

[City, State, Zip]

[Telephone]

[Facsimile]

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Its: **Attorney**

Date: _____

TRUCKEE DONNER PUBLIC
UTILITY DISTRICT

[Address]

[City, State, Zip]

[Telephone]

[Facsimile]

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Its: **Attorney**

Date: _____

SILICON VALLEY POWER

[Address]

[City, State, Zip]

[Telephone]

[Facsimile]

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Its: **Attorney**

Date: _____

CITY OF TURLOCK

[Address]

[City, State, Zip]

[Telephone]

[Facsimile]

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Its: **Attorney**

Date: _____

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A THIRD PHASE
AGREEMENT FOR WESTERN GEOPOWER, INC. RENEWABLE
ENERGY POWER PURCHASE AGREEMENT WITH THE
NORTHERN CALIFORNIA POWER AGENCY

=====

WHEREAS, the City of Lodi and various other Northern California Power Agency ("NCPA") members are interested in purchasing additional renewable energy for the benefit of their respective customers; and

WHEREAS, Western Geopower intends to construct a 25 to 33 MW geothermal-powered generating facility in the Geysers area of Northern California; and

WHEREAS, NCPA has negotiated a Renewable Energy Power Purchase Agreement with Western Geopower, Inc. for the purchase of renewable energy from Western Geopower's planned geothermal project scheduled for commercial operation in April 2010; and

WHEREAS, Lodi and other NCPA members would have rights to the energy output of the Western Geopower project in an amount equal to each member's Load Ratio Share of the project; and

WHEREAS to effectuate the geothermal energy purchase each participating NCPA member must sign a Third Phase Agreement for same.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the Third Phase Agreement for Western Geopower, Inc. Renewable Energy Power Purchase Agreement, and authorizes the City Manager or his designee to execute the Agreement and authorizes the Electric Utility Director or his designee to administer the Agreement in accordance with its terms.

Dated: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the Lodi City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Authorize the Deputy City Manager/Treasurer to enter into agreement with Farmers and Merchants Bank of Central California for the issuance of a City credit card for Interim Police Chief David Main (CM)

MEETING DATE: February 20, 2007

PREPARED BY: Jim Krueger, Deputy City Manager/Treasurer

RECOMMENDED ACTION: Authorize the Deputy City Manager/Treasurer to enter into agreement with the Farmers and Merchants Bank of Central California for the issuance of a City credit card for Interim Police Chief David Main.

BACKGROUND INFORMATION: In October 1995 the City Council authorized the Treasurer and Revenue Manager to enter into an agreement with Farmers and Merchants Bank of Central California for the issuance of credit cards. This action will allow the issuance of a credit card to Interim Police Chief David Main. These credit cards are provided for reasons of convenience and cost used in conjunction with attendance by the City Council and staff at conferences, training seminars and other miscellaneous meetings. The limit of \$15,000 is the level previously authorized for the Police Chief position.

FUNDING AVAILABLE: N/A

Jim Krueger
Deputy City Manager/Treasurer

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Deferral Agreement for the Victor Road Improvements for Archer Daniels Midland, 350 North Guild Avenue

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the attached Deferral Agreement for the Victor Road Improvements for Archer Daniels Midland, 350 North Guild Avenue, and authorizing the City Manager and City Clerk to execute the agreement on behalf of the City.

BACKGROUND INFORMATION: The Archer Daniels Midland (ADM) parcel is located at the northeast corner of Guild Avenue and Victor Road (see attached map). Phase I of the project is nearing completion and consists of an operations/distribution building, storage tank farm, boiler room, cooling towers and a rail spur extension from the existing Central California Traction Company (CCTC) mainline to the project site. Phase II will consist of a 95,000 square-foot dry goods warehouse/distribution building and Phase III will consist of a 20,000 square-foot liquid sweetener packaging/warehouse facility. Phases II and III will be market-driven expansions.

The building permits for the Phase I portion of this project were conditioned to require ADM to design and construct the off-site improvements along its Guild Avenue and Victor Road frontages. The Guild Avenue improvements are being constructed as part of the Phase I improvements. The Phase I improvements also include the installation of landscaping along ADM's south fence line. This will act as a screen between the ADM facility and Victor Road traffic. Landscaping between the future sidewalk and curb and gutter along Victor Road will be installed as part of the Deferral Agreement improvements.

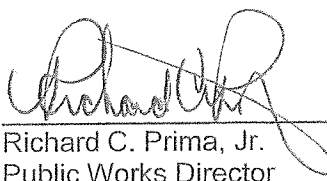
During ADM's review process with the City, Caltrans requested that the improvements along Victor Road be delayed so that it could be included as a portion of a larger widening project. The San Joaquin Council of Governments has designated the Victor Road widening project as a future Measure K project. The limits of this project will extend from State Highway 99 to the east limit of Lodi's General Plan area. ADM is proposing to work with the City and construct its Victor Road improvements as a part of this larger Measure K project. ADM is now requesting final inspection and issuance of a Certificate of Occupancy for Phase I prior to the completion of the Victor Road improvements.

The agreement, in part, states that ADM will pay for and complete the design and installation of the required improvements in conjunction with the Caltrans project or upon written request by the City or Caltrans, whichever occurs first.

Staff recommends approval of the Improvement Deferral Agreement.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.


Richard C. Prima, Jr.
Public Works Director

Prepared by Wesley Fujitani, Senior Civil Engineer
Attachments
cc: ADM
Baumbach and Piazza

APPROVED: _____
Blair King, City Manager

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT

350 North Guild Avenue, Lodi, California
(APN 049-34-036)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and ARCHER DANIELS MIDLAND, a Delaware corporation, hereinafter referred to as "Owner".

RECITALS:

Owner is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, known as 350 North Guild Avenue (APN 049-34-036) and described as follows:

Parcel One: A portion of the Southeast quarter of the Northeast quarter of Section 6, Township 3 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the East quarter section corner of said Section 6; thence along the East line of said Section 6, North 00° 01' 00" West, 110.90 feet to the North line of the Union Pacific Railroad Company Right Of Way as depicted on the Map filed in Book 35 of Surveys, Page 143, San Joaquin County Records and the True Point of Beginning; thence continue North 00° 01' 00" West, 495.84 feet to a ¾ inch iron rod as depicted on that Map filed in Book 34 of Surveys, Page 131, San Joaquin County Records and making the Northeast corner of that property described in San Joaquin County Recorder's Instrument No. 01133191; thence North 88° 50' 06" West, 1317.89 feet to the center line of Guild Avenue and the Southwest corner of that Survey last described; thence along said center line, South 00° 01' 50" East, 503.34 feet to the North line of said Railroad Right of Way; thence along said North line, South 89° 09' 40" East, 1317.64 feet to the True Point of Beginning.

Subject to a public roadway over the West 40 feet thereof.

Parcel Two: A portion of the Northeast quarter of Section 6, Township 3 North, Range 7 East, Mount Diablo Base and Meridian San Joaquin County, California being more particularly described as follows:

Commencing at the Southeast corner of said Northeast quarter section; thence North 0° 01' West, along the section line 110.90 feet to the North line of the Union Pacific Right of Way as depicted on that Map filed in Book 35 of Surveys, Page 143, San Joaquin County Records; thence along said North line, North 89° 09' 40" West, 180.02 feet to the true point of beginning; thence continue North 89° 09' 40" West, 1107.62 feet to the East line of Guild Avenue (formerly Myrtle Street), 60 feet wide; thence, parallel to the East line of Guild Avenue, South 00° 01' 50" West, 40.00 feet; thence parallel to said

North line, South 89° 09' 40" East, 1107.61 feet; thence North 00° 01' West 40.00 feet to the true point of beginning.

Building applications (B19162 and B19163) has been issued for the ADM Sweetener Distribution Center Project at 350 North Guild Avenue (the "Project"). Owner is desirous of complying with existing City ordinances and policies regarding off-site improvements as set forth in Title 15, Chapter 15.444 of the Lodi Municipal Code. However, due to time constraints for completion of the Project, Owner has requested final inspection and issuance of a Certificate of Occupancy for the Project prior to the completion of the off-site improvements required with the above building permit which include those specific improvements reference on the attached Exhibit "A".

Council of the City will approve the issuance of the Certificate of Occupancy on condition that the owner first enter into and execute this agreement with the City.

NOW THEREFORE, in order to insure satisfactory performance by Owner of Owner's obligations under said City Code, the parties agree as follows:

1. Owner will pay for and complete the improvements listed in Exhibit "A" (Victor Road (Hwy 12) Deferral Improvement Engineer's Estimate prepared by Baumbach and Piazza, Inc. and dated 2-1-08) in conjunction with street widening improvements on Victor Road between the Central California Traction Company and State Highway 99 or within 120 days of written request by the City or Caltrans, whichever occurs first. The engineer's estimate for the Victor Road improvements is \$628,189. This estimate shall be adjusted annually on January 1 using the ENR 20-City Construction Cost Index. This Construction Cost Index is currently 8090.06. ADM shall deposit with the City a cash security in the amount of the engineer's estimate, should ADM not perform the work with its own contractor.
2. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.
3. If Owner fails to complete the required improvements within the time period specified in the written request noted in Item #1 above, the City is hereby authorized to complete the improvements for the account at the expense of Owner, and may file suit against Owner, its heirs, successors or assigns for the costs incurred, as well as for a reasonable sum to be allowed as and for the City's attorney fees incurred in connection with such litigation for the collection of the monies due or may file a lien against said property for the costs incurred to the extent such costs exceed the deposit called for in Paragraph 1.
4. A copy of the Agreement shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.
5. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.
Public Works Director
City of Lodi
P. O. Box 3006
Lodi, CA 95240-1910

Notices required to be given to Owner shall be addressed as follows:

Archer Daniels Midland
350 North Guild Avenue
Lodi, Ca. 95240

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a Municipal Corporation

Dated: _____ 2008

By: _____
Blair King, City Manager

Attest: _____
Randi Johl, City Clerk

Owner

Dated: _____ 2008

ARCHER DANIELS MIDLAND

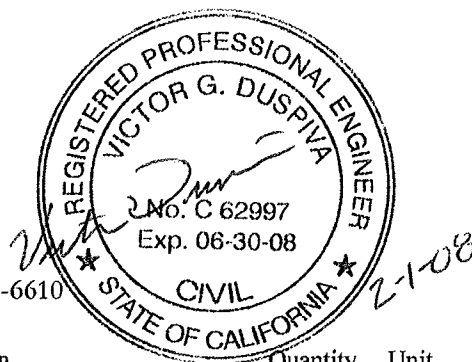
Approved as to form: _____
D. Stephen Schwabauer, City Attorney

Dated: _____ 2008

Exhibit A



Baumbach & Piazza, Inc.
Civil Engineers
323 West Elm Street
Lodi, CA 95240
(209) 368-6618 – Fax (209) 368-6610



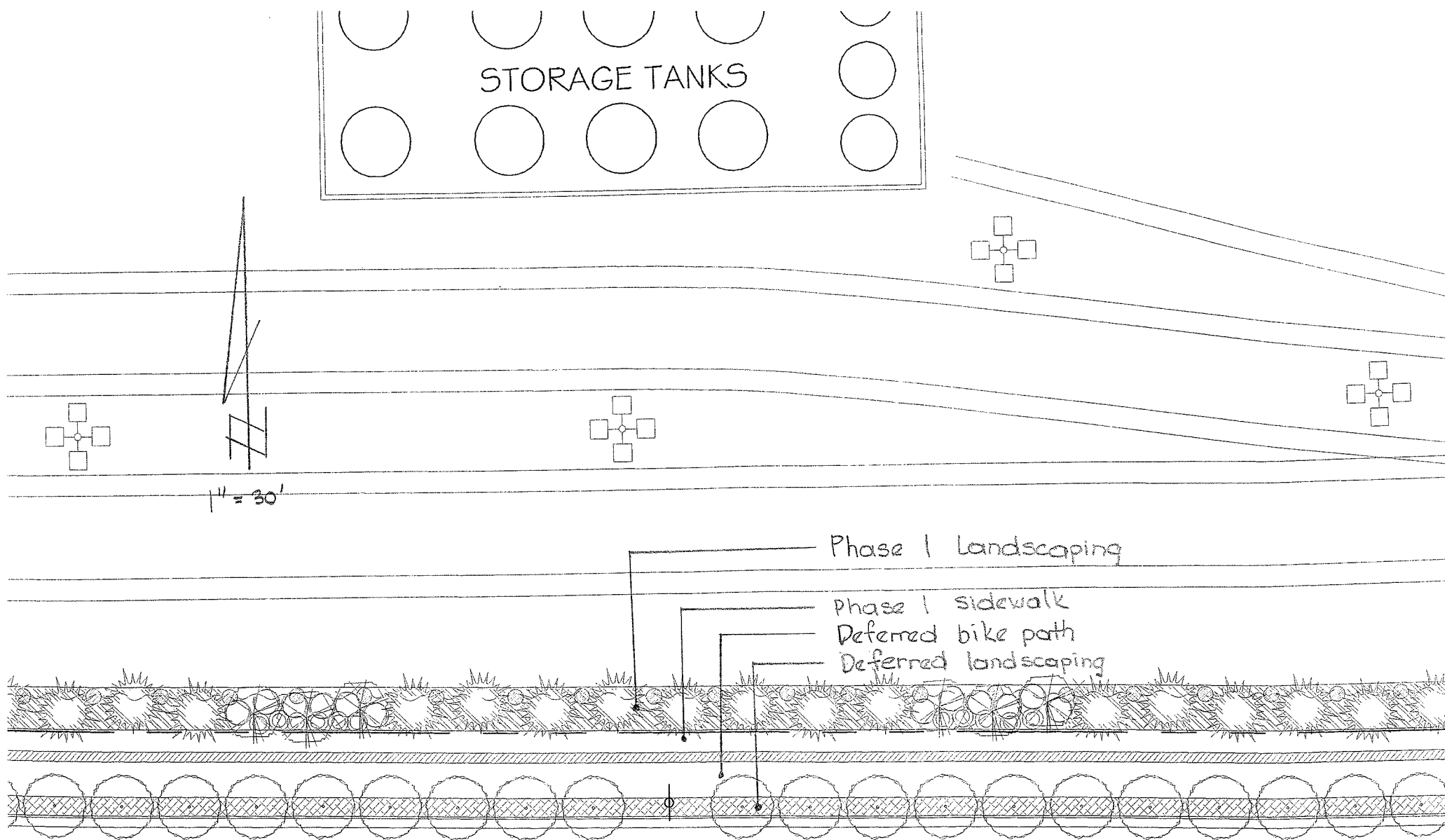
Engineer's Preliminary Cost Estimate
for Probable Construction Costs

ADM - Lodi Site
Job Number: 05092

Item	Description	Quantity	Unit	Unit Price	Total
Victor Road (Hwy 12) - Deferred Improvement Engineer's Estimate					
Street Improvements					
1	Roadway Excavation	1,000	C.Y.	\$ 20.00	\$ 20,000.00
2	Sawcut & Remove Existing AC	11,330	S.F.	\$ 5.00	\$ 56,650.00
3	0.50' Compact Native Material	31,530	S.F.	\$ 0.25	\$ 7,882.50
4	0.50' Compact Original Ground	39,802	S.F.	\$ 0.20	\$ 7,960.40
5	0.20' AC	8,272	S.F.	\$ 1.25	\$ 10,340.00
6	0.58' AC	40,785	S.F.	\$ 1.90	\$ 77,491.50
7	0.30' AB	8,272	S.F.	\$ 0.60	\$ 4,963.20
8	0.7' AB	31,530	S.F.	\$ 1.20	\$ 37,836.00
9	Remove Ex 6" AC Dike	39	L.F.	\$ 10.00	\$ 390.00
10	Vertical C & G	1,034	L.F.	\$ 22.00	\$ 22,748.00
11	Sidewalk (5')	5,325	S.F.	\$ 5.50	\$ 29,287.50
12	Commercial Driveway	1	EA.	\$ 2,500.00	\$ 2,500.00
13	Concrete Subgrade Compaction	5,725	S.F.	\$ 2.50	\$ 14,312.50
14	Mast Type Street Lights (250 W)	12	EA.	\$ 2,500.00	\$ 30,000.00
15	Remove Sidewalk	57	L.F.	\$ 6.00	\$ 342.00
16	Relocations: MB, Signs, CB, etc.	3	EA.	\$ 300.00	\$ 900.00
17	Landscape and Irrigation	4,148	S.F.	\$ 10.00	\$ 41,480.00
18	Traffic Striping and signage	1	L.S.	\$ 5,000.00	\$ 5,000.00
19	Handicap Ramp	1	EA.	\$ 2,000.00	\$ 2,000.00
20	Traffic Signal (25%)	1	L.S.	\$ 75,000.00	\$ 75,000.00
21	Transmission power pole relocation	6	EA.	\$ 25,000.00	\$ 150,000.00
22	Remove and Replace Gas Vault	1	EA.	\$ 3,500.00	\$ 3,500.00
Subtotal				\$	600,584
Storm Drainage Improvements					
23	12" Storm Drain	3	L.F.	\$ 35.00	\$ 105.00
24	Adjust Manhole Frame to Grade	2	EA.	\$ 500.00	\$ 1,000.00
25	Side Inlet Catch Basin	1	EA.	\$ 2,000.00	\$ 2,000.00
Subtotal				\$	3,105
Sanitary Sewer Improvements					
26	Adjust SSMH to Grade	1	EA.	\$ 500.00	\$ 500.00
Subtotal				\$	500
Water Improvements					
27	Fire Hydrant Assembly	3	EA.	\$ 3,000.00	\$ 9,000.00
28	Water Hot Tap	3	EA.	\$ 5,000.00	\$ 15,000.00
Subtotal				\$	24,000
TOTAL				\$	628,189

2/1/2008

Page 1 of 1



VICTOR ROAD



**CIVIL ENGINEERS
323 WEST ELM STREET
LODI, CALIFORNIA 95240**

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
IMPROVEMENT DEFERRAL AGREEMENT FOR VICTOR
ROAD IMPROVEMENTS FOR ARCHER DANIELS MIDLAND,
350 NORTH GUILD AVENUE

=====

BE IT RESOLVED that the Lodi City Council hereby approves the Improvement Deferral Agreement between the City of Lodi and Archer Daniels Midland for the Victor Road improvements for the facility located at 350 North Guild Avenue, Lodi, on file in the office of the City Clerk; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Enter into Contracts to Purchase Replacement Granular Activated Carbon for DBCP Treatment at City Drinking Water Wells for 2008 (\$247,800)

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to enter into contracts to purchase replacement granular activated carbon (GAC) for dibromochloropropane (DBCP) treatment at City drinking water wells for calendar year 2008.

BACKGROUND INFORMATION: The City operates GAC treatment systems for the removal of DBCP at six of the City's 26 drinking water wells. The operation and maintenance of these systems is paid for under the terms of the DBCP settlement with Shell, DOW, et al. The City's innovative operational strategies have extended the life of the GAC to approximately six years (although budgeted for, there were no GAC replacements required in 2006/07). The GAC at Wells No. 4R and 23 have been spent and need replacement. These wells are vital to Lodi's drinking water system. Forecasting exactly when GAC will have to be replaced is somewhat unpredictable, so there is a possibility that a third well will need GAC replacement before the summer peak usages.

Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Calgon Carbon Corporation has extended an offer for the City of Lodi to participate in a contract with the City of Clovis. Calgon was the low bidder on virgin GAC in Clovis' formal bidding in September 2007. Calgon's F-300 GAC is U.S. mined and manufactured and is of the highest quality. The City of Lodi's experience with Calgon has found their work to be to the highest standards and their GAC lasted longer than other manufacturers' imported GAC. With increased energy costs, the cost of GAC has increased significantly. The Calgon price of \$1.18 per pound includes removal and certified destruction or reactivation of the spent GAC, delivery, and installation of the virgin GAC and start-up assistance.

City Well No. 4R's GAC system requires 90,000 pounds and Well No. 23 requires 60,000 pounds, making the cost of replacement \$106,200 and \$70,800 respectively. The possible third system would be an additional 60,000 pounds.

FISCAL IMPACT: The purchase of this superior material results in overall cost savings by extending the life of the GAC system by 16% and reducing the other related costs associated with GAC replacements. The cost savings from the contract with Clovis compared to current higher GAC prices saves an additional 5% to 10%.

FUNDING AVAILABLE: The \$247,800 is currently budgeted in the Water Utility Fund (180454).

Kirk Evans
Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Frank Beeler, Water/Wastewater Superintendent
cc: F. Wally Sandelin, City Engineer/Deputy Public Works Director

Charles E. Swimley, Jr., Water Services Manager

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO ENTER INTO CONTRACTS TO PURCHASE
REPLACEMENT GRANULAR ACTIVATED CARBON FOR DBCP
TREATMENT AT CITY DRINKING WATER WELLS FOR 2008

=====

WHEREAS, the City operates and maintains granular activated carbon (GAC) treatment systems for dibromochloropropane (DBCP) removal at six of the City's 26 drinking water wells paid for under the terms of the DBCP settlement with Shell, DOW, et al; and

WHEREAS, the GAC at Wells No. 4R and 23 have been spent and need replacement at a cost of \$106,200 and \$70,800 respectively, and there is a possibility that a third well will need GAC replacement before the summer peak usages; and

WHEREAS, per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, Calgon Carbon Corporation has extended an offer for the City of Lodi to participate in a contract with the City of Clovis, as Calgon was the low bidder on virgin GAC in Clovis' formal bidding; and

WHEREAS, the City of Lodi's past experience with Calgon has found their work to be to the highest standards and their U.S.-mined GAC longer-lasting than other manufacturers' imported GAC.

NOW, THEREFORE, BE IT RESOLVED, by the Lodi City Council that the City Manager be authorized to enter into contracts with Calgon Carbon Corporation to purchase replacement granular activated carbon for DBCP treatment at City drinking water wells for calendar year 2008 as follows: Well No. 4R at \$106,200; Well No. 23 at \$70,800; and a possibility of a third well (No. 22) at a cost of \$70,800.

Dated: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreement with City of Elk Grove Regarding Their Purchase of Compressed Natural Gas (CNG) from City of Lodi at Municipal Service Center (MSC) Fueling Station

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a temporary agreement with the City of Elk Grove regarding their purchase of compressed natural gas (CNG) at the City of Lodi's Municipal Service Center (MSC) fueling station and extend the agreement, if necessary.

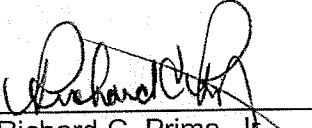
BACKGROUND INFORMATION: In late 2007, the City of Elk Grove contacted the City of Lodi's Fleet and Facilities Manager to request to fill some of their CNG-powered buses on a short-term basis when one of their regular CNG fueling stations became unavailable. City staff agreed to let them do so, and Elk Grove has been reimbursing the City for the cost of fuel.

Staff recognized, however, that Elk Grove's short-term need would continue months longer when we were informed that they would be building a new CNG fueling station to offset the existing CNG station loss. Elk Grove is now advertising for bids for construction of their new CNG fueling station, but construction will not be completed until this summer. Should construction take longer than anticipated, an extension may be needed. Staff recommends that the extension not exceed one year.

City staff recommends that an agreement to use the City's CNG fueling station at the MSC be formalized and that the City Manager be authorized to execute the attached agreement and an extension, should one become necessary. The City of Lodi will charge the City of Elk Grove the current cost per therm charged by PG&E to Lodi, plus maintenance and operation costs, administrative fees and taxes, and a CNG Station depreciation/replacement charge. The current charge is \$1.85 but fluctuates with the direct charge from PG&E.

FISCAL IMPACT: Reimbursement from the sale of CNG fuel will be received and credited to the Transit fund.

FUNDING AVAILABLE: Not applicable.


 Richard C. Prima, Jr.
 Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
 RCP/DJC/pmf
 Attachment

cc: Tiffani Fink, Transportation Manager
 Randy Laney, Fleet Services Supervisor
 Janice Magdich, Deputy City Attorney
 Carlos Tobar, Elk Grove Transit Systems Manager

APPROVED: _____
 Blair King, City Manager

AGREEMENT TO USE CNG FUELING STATION

This Agreement is made and entered into February ____, 2008 ("Effective Date"), by and between the City of Lodi, a municipal corporation ("Lodi"), and the City of Elk Grove, a municipal corporation ("Elk Grove").

WHEREAS, Lodi is the owner of a CNG Fueling Station located at its Municipal Service Center, 1331 South Ham Lane, Lodi, San Joaquin County, California ("CNG Facility"); and

WHEREAS, Elk Grove desires to temporarily use the CNG Facility for the purpose of fueling certain buses in its municipal fleet; and

WHEREAS, Lodi has consented to the use of the CNG Facility on the terms and conditions detailed below.

NOW, THEREFORE, the parties agree as follows:

1. Lodi will permit Elk Grove to use the CNG Facilities, for the sole purpose of fueling buses in its municipal fleet. Elk Grove will be charged per gallon of compressed natural gas and billed monthly for charges incurred, as follows: the current cost per therm (at the rate charged by PG&E to Lodi) X 1.278 (conversion factor) plus \$0.42 per gallon for maintenance and operation costs, administration fees and taxes¹, and plus \$0.27 per gallon for CNG Station depreciation/replacement charge².

Payment by Elk Grove is due and payable upon receipt of Lodi's invoice and delinquent if not paid in full within 15-days of receipt.

2. The term of this Agreement shall be from September 1, 2007, through December 31, 2008 ("Term").

3. Employees of Elk Grove using the CNG Facilities are required to receive training by Lodi in the proper use of the CNG Facilities prior to use.

4. In the event that the CNG Facility is damaged by employees or agents of Elk Grove during the Term of this Agreement, Elk Grove agrees to reimburse the City for all costs incurred by the City that are necessary to return the CNG Facility to its condition prior to the damage.

5. Elk Grove acknowledges that no more than two (2) buses are permitted at any one time at the CNG Facility and that buses waiting for fueling will be staged at an area designated by Lodi's Fleet & Facilities Manager or his designee. Elk Grove also

¹ Cost per therm X 1.278 + \$0.20 maintenance & operation + \$0.10 administration + \$0.12 taxes = price per gallon of CNG fuel.

² CNG Station Depreciation/Replacement Charge = + \$0.27 per gallon of CNG fuel.

acknowledges and agrees that Lodi buses and fleet vehicles have priority to fuel at the CNG Facility, and may move ahead of Elk Grove buses then fueling, if necessary, to meet Lodi's fueling requirements. Should Elk Grove's fueling at the CNG Facility deplete the storage and/or availability of fuel for Lodi buses and fleet vehicles, the number of Elk Grove buses permitted to fuel may be limited. Lodi's Fleet & Facilities Manager or his designee retain the sole discretion to limit the number of Elk Grove buses permitted to fuel at the CNG Facility during the Term of this Agreement.

6. This Agreement may be terminated by either party at any time upon 10-days written notice to the other. Notice shall be given as provided in paragraph 11 below.

7. Elk Grove agrees to indemnify, defend and hold Lodi harmless from and against any and all claims, losses, damages, expenses, judgments and costs, including attorneys' fees and court costs, resulting from Elk Grove's use of the CNG Facility during the Term of this Agreement.

8. Upon execution of this Agreement, Elk Grove shall provide Lodi with documentation confirming that contract employees of Elk Grove are to be considered solely as employees of the City of Elk Grove while said contract employees are using the CNG Facility or are on the grounds of Lodi's Municipal Service Center, and further that such contract employees are not covered under any existing contract that the City of Lodi may have with Elk Grove's current transportation contractor or any future transportation contractor that may be under contract with Elk Grove.

9. Elk Grove shall, at its own expense, maintain in full force and effect during the term of this Agreement a policy of at least \$5,000,000 comprehensive public liability and auto liability insurance against any liability resulting from Elk Grove's use of the CNG Facility under this Agreement. Lodi shall be named as an additional insured and all policies shall be written on a primary basis. Elk Grove shall be able to furnish a certificate of such insurance or evidence of coverage provided under any self-insurance program maintained by Elk Grove immediately following execution of this Agreement.

10. Elk Grove may not assign its rights under this Agreement to any other party.

11. Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To Lodi:	City of Lodi
	Richard Prima, Public Works Director
	221 West Pine Street
	P.O. Box 3006
	Lodi, CA 95241-1910

To Elk Grove: City of Elk Grove
Carlos Tobar, Transit System Manager
10250 Iron Rock Way
Elk Grove, CA 95624

12. This Agreement contains the entire agreement between the parties relating to the rights granted and obligations assumed under it. Any amendments or modifications to this Agreement will not be effective unless contained in a writing signed by both parties.

13. This Agreement shall be interpreted and construed under the laws of the State of California. The forum for any dispute arising out of this Agreement shall be the San Joaquin County Superior Court.

IN WITNESS WHEREOF, this Agreement has been entered into as of the effective date as written above.

CITY OF LODI
a municipal corporation

CITY OF ELK GROVE
a municipal corporation

By: _____
BLAIR KING
City Manager

By: _____
JIM ESTEP
Interim City Manager

ATTEST:

ATTEST:

By _____
RANDI JOHL
City Clerk

PEGGY JACKSON
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
JANICE D. MAGDICH
Deputy City Attorney

By: _____
SUSAN BURNS COCHRAN
City Attorney

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO EXECUTE AGREEMENT BETWEEN CITY OF LODI AND CITY
OF ELK GROVE FOR PURCHASE OF COMPRESSED NATURAL GAS (CNG)
AT CITY OF LODI'S MUNICIPAL SERVICE CENTER AND EXTENSION

=====

WHEREAS, the City of Elk Grove contacted the City of Lodi's Fleet and Facilities Manager with a request to fill some of their CNG-powered buses on a short-term, emergency basis when one of their regular CNG fueling stations became unavailable; and

WHEREAS, the City of Elk Grove's short-term need will continue months longer than expected as they will be building a new CNG fueling station to offset the existing CNG station loss. The City of Elk Grove is now advertising for bids for construction of their new CNG fueling station, but construction will not be completed until June 2008. Should construction take longer than anticipated, an extension may be needed; and

WHEREAS, City staff recommends that an agreement to use the City's CNG fueling station at the MSC be formalized and that the City Manager be authorized to execute the attached agreement; and

WHEREAS, the City of Lodi will charge the City of Elk Grove the current cost per therm charged by PG&E to Lodi, plus maintenance and operation costs, administrative fees and taxes, and a CNG Station depreciation/replacement charge.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute an agreement with the City of Elk Grove to purchase compressed natural gas (CNG) at the City of Lodi's Municipal Service Center (MSC) fueling station; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute an extension to the agreement not to exceed one year; and

BE IT FURTHER RESOLVED that the charge for the CNG will be the current cost per therm charged by PG&E to Lodi, plus maintenance and operation costs, administrative fees and taxes, and a CNG Station depreciation/replacement charge.

Dated: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving East Lodi Avenue Reconstruction for Proposition 1B Funding

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the East Lodi Avenue Reconstruction for Proposition 1B (Transportation Bond) funding.

BACKGROUND INFORMATION: Proposition 1B funds have been allocated to the City of Lodi in the amount of \$1,984,371 (FY 2007/08 and FY 2008/09). These funds are allocated through the Budget Bill (SB 78 and 88) and include \$550 million for cities in FY 2007/08. All Prop 1B funds appropriated in FY 2007/08 must be expended within three years of receipt.

When the City's budget was adopted, the amount and eligibility for the Proposition 1B projects was under review by the State Controller's Office. Now that the guidelines have been posted, formal designation of the project(s) using the funds is required by the City Council to secure the funds. Staff recommends the East Lodi Avenue Improvement Project (between the Union Pacific Railroad and Cherokee Lane) be the sole project using the Proposition 1B funds and requests that the City Council adopt the attached resolution affirming staff's recommendation.

Currently, planning for the East Lodi Avenue Improvement Project is underway. Staff and the planning design consultant, Moore Iacofano Goltsman (MIG), have conducted two public workshops, one in September 2007 and another in January 2008. Final Design Guidelines with project details will be presented to City Council in March 2008 and will include reconstructing the travel lanes and permanently removing the railroad tracks that were temporarily covered with asphalt concrete. Construction of this project is anticipated to begin in summer 2009.

FISCAL IMPACT: The primary purpose for requesting approval of the Proposition 1B Street Project list now prior to completing the planning study is that the funds will be provided to the City in advance of construction upon submittal of the project. Without Proposition 1B funds, the Lodi Avenue Improvement Project will have insufficient funds. Based on the funding guidelines, the street projects approved in the City's budget for FY 2007/08 and meeting the Proposition 1B funds eligibility guidelines may utilize the Proposition 1B funds. If excess funds become available, staff will administratively submit other projects currently listed in the City's budget.

FUNDING AVAILABLE: Not applicable.

Richard C. Prima, Jr.
Public Works Director

Prepared by Paula J. Fernandez, Senior Traffic Engineer
RCP/PJF/pmf
Attachment
cc: City Attorney
Management Analyst Areida
Transportation Manager Fink

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY
COUNCIL APPROVING THE EAST LODI
AVENUE RECONSTRUCTION FOR
PROPOSITION 1B FUNDING

=====

WHEREAS, Proposition 1B funds have been allocated to the City of Lodi in the amount of \$1,984,371 (fiscal year 2007/08 and 2008/09); and

WHEREAS, these funds originated from the Budget Bill (SB 78 and 88), and include \$550 million for cities in FY 2007/08. All Prop 1B funds appropriated in FY 2007/08 must be expended within three years of receipt; and

WHEREAS, when the City's budget was adopted, the amount and eligibility for the Proposition 1B projects was under review by the State Controller's Office. The guidelines have been posted and formal designation of the project(s) using the funds is required by the City Council to secure the funds; and

WHEREAS, planning for the East Lodi Avenue Improvement Project is currently underway. Final Design Guidelines will be presented to City Council in March 2008 and will include reconstruction of travel lanes and permanently removing railroad tracks that were temporarily covered with asphalt concrete. Construction of this project is anticipated to begin in summer 2009; and

WHEREAS, City staff recommends the East Lodi Avenue Improvement Project (between the Union Pacific Railroad and Cherokee Lane) be the sole project using Proposition 1B funds.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the proposed Proposition 1B Street Project List and designates the East Lodi Avenue Improvement Project (between the Union Pacific Railroad and Cherokee Lane) as the sole project using the Proposition 1B funds.

Dated: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to File an Amended Claim for 2007/08 Transportation Development Act (TDA) Funds in the Amount of \$3,019,423 from Local Transportation Fund (LTF) and \$20,049 from State Transit Assistance (STA)

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to file an amended claim for the 2007/08 Transportation Development Act (TDA) funds in the amount of \$3,019,423 from the Local Transportation Fund (LTF) and \$20,049 from State Transit Assistance (STA).

BACKGROUND INFORMATION: Each year, the City of Lodi receives an apportionment of TDA funds to support Lodi's transit operations and pedestrian/bicycle costs. These are State transportation funds that are primarily for non-vehicular transportation but can be used on roads if those other needs are being met. They are channeled through the Council of Governments, our regional transportation planning agency. The claim for fiscal year 2007/08, including pedestrian/bike and 3% for San Joaquin Council of Governments (SJCOG) planning, is \$3,019,423 from the LTF and \$20,049 from STA. The STA funds will be used for Transit Capital. The LTF funds will be utilized as follows: \$104,109 for bicycle and pedestrian projects (which includes \$52,132.77 in carryover funds from 06/07); \$304,072 for road projects (which includes \$254,072 in carryover funds from 05/06); \$1,900,000 for Transit Operations, \$608,250 for Transit Capital projects (signs, shelters, etc., and includes \$523,260.08 in carryover funds from 06/07) and \$102,992 for planning and administrative charges for SJCOG. The revision of the claim amount is due to a reduction in the revenue projections provided by SJCOG.

The City Council should be aware that our transit operations, Dial-A-Ride and GrapeLine, are fully funded with formula dollars from the Federal Transit Administration (FTA), TDA, and other competitive sources of funds. Transit is not dependent on any General Fund money. We intend to continue to use TDA funds for transit, pedestrian, and bicycle-related projects and maintenance as much as possible. Staff has been in discussions with SJCOG regarding the need to revisit the current STA formula. STA allocates funds to the Counties through two different formulas. One is based on fare revenue and the State provides exact funding amounts for each operator; Lodi's amount this year was \$20,049. The second portion, which is larger, is based on county population figures. Currently, SJCOG takes an administrative amount and then all remaining funds, by SJCOG Board direction, go to the San Joaquin Regional Transit District. City of Lodi staff has requested this issue be revisited and that the funding be split to all operators.

FISCAL IMPACT: This will allow the City to claim and receive TDA funding for FY 2007/087. These funds will pay for on-going operations and upcoming capital needs.

FUNDING AVAILABLE: None required.

Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager
RCP/TMF/pmf
cc: Supervising Senior Accountant

Public Works Management Analyst

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO FILE THE
2007/08 AMENDED CLAIM FOR TRANSPORTATION
DEVELOPMENT ACT FUNDS ON BEHALF OF THE CITY
OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City's amended 2007/08 Transportation Development Act (TDA) claim in the following amounts:

\$ 3,019,423.00	Local Transportation Funds (LTF)
\$ 20,049.00	State Transit Assistance (STA)

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amended claim on behalf of the City of Lodi.

Dated: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Application for Rubberized Asphalt Concrete (RAC) Chip Seal Grant from California Integrated Waste Management Board (CIWMB) and Authorizing City Manager to Execute Grant Agreements

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving application for Rubberized Asphalt Concrete (RAC) Chip Seal Grant from California Integrated Waste Management Board (CIWMB) and authorizing the City Manager to execute grant agreements.

BACKGROUND INFORMATION: The CIWMB administers tire grant programs to provide opportunities to divert waste tires from landfills and prevent illegal tire dumping. The RAC Chip Seal Grant Program provides assistance to local governments to fund RAC chip seal projects for road repair and maintenance. The grant program has a set per-square-yard reimbursement rate for the use of RAC chip seal material. The City will receive a reimbursement at a rate of \$1 per square yard of RAC chip seal material used. The maximum reimbursement amount each jurisdiction is eligible to receive is \$150,000, although based on our preliminary plans, we anticipate a reimbursement of approximately \$100,000.

The surface treatment utilized in Lodi is called a rubberized cape seal. The first application in this treatment is a chip seal, and the second is a slurry seal. The chip seal provides a membrane to prevent water from seeping under the pavement, which can rapidly deteriorate a road. The slurry seal provides a smoother surface with a uniform black color. In many cases, the use of a cape seal will eliminate the need to do expensive pavement patching and will add years to the life of the existing pavement. Although this will be the third rubberized cape seal for the City of Lodi, it is the first time a grant has been made available. The previous projects have performed well.

FISCAL IMPACT: By utilizing grant funds, the City will be able to make maintenance money go further, allowing for more repair and maintenance at a minimum cost to the City.

FUNDING AVAILABLE: The grant is a reimbursement for funds spent on a capital project scheduled for FY 2008/09.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by George M. Bradley, Streets and Drainage Manager
RCP/GMB/dsg
cc: F. Wally Sandelin, City Engineer/Deputy Public Works Director
Curt Juran, Assistant Streets and Drainage Manager

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
APPLICATION FOR RUBBERIZED ASPHALT CONCRETE
(RAC) CHIP SEAL GRANT AND AUTHORIZING CITY
MANAGER TO EXECUTE GRANT AGREEMENTS

=====

WHEREAS, Public Resources Code Sections 40000 et seq. authorize the California Integrated Waste Management Board (CIWMB) to administer various Grant Programs in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, the CIWMB is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, Grant Application procedures require an Applicant's governing body to authorize by resolution its approval for submittal of the Grant Application(s) identified below and the designation by job title of the individual authorized to execute all Grant documents on behalf of the City of Lodi; and

WHEREAS, if awarded, City of Lodi will enter into a Grant Agreement with the CIWMB for implementation of said Grant(s).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the submittal of application(s) to the CIWMB for all grants for which the City of Lodi is eligible; and

BE IT FURTHER RESOLVED that this authorization is effective from the date of adoption for a time period not to exceed five (5) years; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and empowers the City Manager or his designee to execute in the name of the City of Lodi all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

Dated: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Removal of Three Trees at 1345 West Kettleman Lane in Conjunction with Animal Shelter Arts Project

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the removal of three trees at 1345 West Kettleman Lane in conjunction with the Animal Shelter Arts project.

BACKGROUND INFORMATION: The animal shelter volunteer group – PALS – received City Council approval and Public Art Fund funding in 2007 for an art mural to be located at the City animal shelter at 1345 West Kettleman Lane. When the proposed art was reviewed with the Arts Advisory Board, there was some understanding that tree removal would be necessary. However, that detail was not described in the staff report to the City Council as part of the Arts Fund approval, and to be complete in the project description, this detail is being brought back to the Council. Now that the panels on which the art work will be painted have been installed, it is clear that three trees should be removed to provide good visibility, particularly as the trees leaf out in the Spring (see attached photos).

The trees would be removed by PALS at no cost to the City as part of the fence work they propose to do along the front of the shelter/MSD for a dog walking area. This work will also include some additional landscaping treatment along the frontage.

FISCAL IMPACT: There would be a minor decrease in future tree maintenance costs.

FUNDING AVAILABLE: Not applicable.

Richard C. Prima, Jr.
Public Works Director

RCP/pmf

Attachments

cc: Jeannie Biskup, Police Special Services Manager
George Bradley, Streets and Drainage Manager
Nancy Alumbaugh, PALS

APPROVED: _____
Blair King, City Manager



02.11.2008



02.11.2008



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt a resolution authorizing supplemental funds from the Parks and Recreation Impact Fee account towards the current restroom improvements at Henry Glaves Park and Beckman Park (\$30,000)

MEETING DATE: February 20, 2008

PREPARED BY: Parks and Recreation Interim Director

RECOMMENDED ACTION: Adopt a resolution authorizing supplemental funds from the Parks and Recreation Impact Fee account towards the current restroom improvements at Henry Glaves Park and Beckman Park (\$30,000).

BACKGROUND INFORMATION: The City Council awarded the current restroom improvement projects to Diede Construction of Woodbridge, CA, at their regular meeting on September 5, 2007, in the amount of \$347,995. The contract is funded by State Park Bond Act Grant Allocations (Prop 12 Per Capita \$287,154 and Prop 40 per Capita \$75,000) in the total amount of \$362,154. Since construction has begun, some unforeseen change orders have been issued along with increased permit fees therefore the current construction budget no longer supports the project. The approval of the additional funds is time sensitive due to the March 31, 2008, deadline to submit reimbursement paperwork to the State for the Prop 12 Per Capita funds.

FISCAL IMPACT: The source of funds is State Park Bonds. 2000 Per Capita grant funds must be spent no later than March 31, 2008. New restrooms will reduce down time and short-term repair costs, plus reduce future recurring costs such as water.

FUNDING AVAILABLE:	<u>Henry Glaves Restroom</u>	<u>Beckman Park Restroom</u>
	\$129,578 (Prop 12 Per Capita)	\$129,578 (Prop 12 Per Capita)
	\$13,999 (Prop 12 Per Capita)	\$13,999 (Prop 12 Per Capita)
	\$35,000 (Prop 40 Per Capita)	\$40,000 (Prop 40 Per Capita)

Requested Additional Funds: \$18,000 for Henry Glaves Park (Parks & Recreation Impact Fees)
 \$12,000 for Beckman Park (Parks & Recreation Impact Fees)

Total Construction Funding: \$392,154

APPROVED: _____
 Blair King, City Manager

Adopt a resolution authorizing supplemental funds from the Parks and Recreation Impact Fee account towards the current restroom improvements at Henry Graves Park and Beckman Park (\$30,000)
February 20, 2008
Page 2

These funds are coming from Parks and Recreation Impact Fee Account #1217 and should be distributed as follows:

\$18,000 to Account 1212803.1830 (Henry Graves Park)

\$12,000 to Account 1212804.1820 (Beckman Park)

Kirk Evans, Budget Manager

Steve Dutra
Interim Parks and Recreation Director

Prepared by Steve Virrey, Park Project Coordinator

SD\SV:tl

cc: Steve Dutra, Interim Parks and Recreation Director
Wes Fujitani, Sr. Civil Engineer
Susan Bjork, Management Analyst

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
AUTHORIZATION OF SUPPLEMENTAL FUNDS FROM THE
PARKS AND RECREATION IMPACT FEE ACCOUNT
TOWARD THE CURRENT RESTROOM IMPROVEMENTS AT
HENRY GLAVES PARK AND BECKMAN PARK

=====

WHEREAS, the City Council awarded the current restroom improvement projects to Diede Construction, of Woodbridge, CA, at its regular meeting of September 5, 2007, in the amount of \$347,995; and

WHEREAS, the contract is funded by State Park Bond Act Grant Allocations (Prop 12 Per Capita \$287,154 and Prop 40 per Capita \$75,000) in the total amount of \$362,154; and

WHEREAS, since construction began, some unforeseen change orders have been issued along with increased permit fees; therefore, the current construction budget no longer supports the project. Approval of the additional funds is time sensitive due to the March 31, 2008, deadline to submit reimbursement paperwork to the State for the Prop 12 Per Capita funds.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve supplemental funds in the amount of \$30,000 (as detailed below) from the Parks and Recreation Impact Fee account toward the current restroom improvements at Henry Graves Park and Beckman Park:

\$18,000 for Henry Graves Park (Parks & Recreation Impact Fees)
\$12,000 for Beckman Park (Parks & Recreation Impact Fees)

Date: February 20, 2008

=====

==

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the Lodi City Council in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set a Public Hearing for March 5, 2008, to consider and approve community input and proposals for uses of the City's 2008/09 Federal allocation of Community Development Block Grant (CDBG) and HOME Program Funds and the reallocation of available funds from previous program years.

MEETING DATE: February 20, 2008

PREPARED BY: Community Development Director

RECOMMENDED ACTION: That the City Council set a public hearing for March 5th, 2008, to consider and approve community input and proposals for potential uses of the City's 2008/09 Federal allocation of CDBG and HOME Program funds and the reallocation of available funds from previous program years.

BACKGROUND INFORMATION: The City anticipates receiving \$692,597 in CDBG funds and \$253,041 in HOME funds from the Federal government for the coming fiscal year. This represents a 3.6% reduction in CDBG funds and a 3.5% reduction in HOME Program funds, from what was received for the 2007/08 year. To supplement the 2008/09 allocation from the US Department of Housing and Urban Development, an additional \$86,504 of CDBG funds and \$89,875 of HOME funds are available for reallocation from completed or unused projects or services from previous years.

The CDBG funds can be used for a wide range of community development projects as long as they meet one of the National objectives. The objectives are: 1) To address the needs of low to moderate income persons., 2) To eliminate slum or blighted conditions., 3) To resolve an urgent need. The HOME funds are reserved for housing and housing related activities such as rehabilitation and new construction. Activities undertaken with HOME funds also must meet the needs of low to moderated income persons.

The City anticipates making \$409,283 (60% of CDBG allocation, less administrative cost) available to City projects and \$272,855 (40%) available to community-based organizations, per Council direction on December 19, 2007.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: 2008/09 CDBG and HOME Program funding.

Randy Hatch
Community Development Director

RH/jw

APPROVED: _____
Blair King, City Manager



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for March 5, 2008, to Adopt Federal Fiscal Year 2008 Program of Transit Projects

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set a public hearing for March 5, 2008 for the Transit Division's Federal Fiscal Year 2008 Program of Transit Projects.

BACKGROUND INFORMATION: The City of Lodi is required to hold a public hearing to allow the public an opportunity to comment on the City's transit projects funded by the Federal Transit Administration (FTA). In the past, very few, if any, comments have been given regarding the use of federal funds for transit projects. Staff expects the same this year. The City of Galt will adopt their own Program of Projects for their portion of the funding. The program of projects will be published in the *Lodi News Sentinel*, and a public hearing will be conducted March 5, 2008. For FFY 2008, the program of projects for the City of Lodi is as follows:

FFY 2008 Section 5307 Funds:

Operations for City of Lodi for 2007/08	\$1,037,249.00
Facility Upgrades	\$ 160,000.00
Total	\$1,197,249.00

The category of Facility Upgrades allows for the Transit Division to budget a lump sum amount to use throughout the year on a variety of maintenance and security related upgrades to the Lodi Station, Lodi Station Parking Structure and the maintenance facility at the Municipal Service Center. Examples of items which can be funded include small parts and tools, lifts, repair to the actual facilities, and security enhancements at Lodi Station.

FISCAL IMPACT: This will allow the City of Lodi to claim and receive FTA funding for the Federal Fiscal Year 2008. These funds will pay for on-going operations, as well as needed capital improvements.

FUNDING AVAILABLE: None required.

Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager
RCP/TMF/pmf
cc: Budget Manager
Transportation Manager

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for March 19, 2008, to Consider Resolution Approving New Rates for Solid Waste Collection

MEETING DATE: February 20, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set a public hearing for March 19, 2008, to consider a resolution approving new rates for solid waste collection.

BACKGROUND INFORMATION: As a part of the franchise agreement with Central Valley Waste Services, rates for solid waste collection are to be adjusted annually. Section 7c of the franchise agreement states that starting April 1, 2005, rates shall be adjusted in a percentage amount equal to 80% of the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California area, All Items (1982-84=100). The percent increase in rates based on the CPI change is 3.074%. Section 7f of the franchise agreement also states that the contractor may request additional increases due to extraordinary increases in fuel and landfill costs. Central Valley Waste Services is asking for an additional increase in rates for increased disposal and fuel costs. The total rate increase requested by Central Valley Waste Services is 3.523%.

Staff is reviewing the proposed rates and will make a recommendation at the public hearing that will not exceed the amounts proposed by Central Valley Waste Services. The proposed rates are attached.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Richard C. Prima, Jr.
Public Works Director

Prepared by Rebecca Areida, Management Analyst

RCP/RA/pmf

Attachment

cc: Central Valley Waste Services
Steve Mann, Information Systems Division Manager

APPROVED: _____
Blair King, City Manager

CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009

	Current Rate Per Month	New Rate Per Month
<u>1. 38 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 21.19	\$ 21.94
2 Refuse Carts	\$ 52.94	\$ 54.80
3 Refuse Carts	\$ 84.71	\$ 87.69
4 Refuse Carts	\$ 116.50	\$ 120.60
<u>2. 64 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 31.86	\$ 32.99
2 Refuse Carts	\$ 79.63	\$ 82.44
3 Refuse Carts	\$ 127.40	\$ 131.89
<u>3. 96 GALLON WASTE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 69.48	\$ 71.93
2 Refuse Carts	\$ 138.97	\$ 143.87
3 Refuse Carts	\$ 208.46	\$ 215.80
<u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u>		
Monthly rate is reduced one (1) dollar from above base rates	\$ (1.00)	\$ (1.00)
<u>5. LOW VOLUME USER 1X PER WEEK</u>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 14.42	\$ 14.92
<u>6. LOW INCOME USER 1X PER WEEK</u>		
20 Gallon Refuse Cart	\$ 9.19	\$ 9.51
38 Gallon Refuse Cart	\$ 11.48	\$ 11.88
<u>7. ADDITIONAL 64 GALLON RECYCLING CARTS</u>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 11.43	\$ 11.83
<u>8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$ 11.43	\$ 11.83
<u>9. BACK YARD SERVICE</u>		
Monthly service charge	\$ 11.73	\$ 12.14
Qualified Disabled	No Add'l Charge	No Add'l Charge

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 114.64	\$ 213.29	\$ 488.72	\$ 881.99	\$ 1,393.14	\$ 2,022.12
2	\$ 182.15	\$ 332.32	\$ 694.60	\$ 1,198.34	\$ 1,843.49	\$ 2,630.04
3	\$ 249.64	\$ 451.33	\$ 900.50	\$ 1,514.68	\$ 2,293.81	\$ 3,237.95
4	\$ 317.12	\$ 570.34	\$ 1,106.37	\$ 1,830.98	\$ 2,744.14	\$ 3,845.90
5	\$ 384.64	\$ 689.35	\$ 1,312.26	\$ 2,147.33	\$ 3,194.51	\$ 4,453.81
6	\$ 452.14	\$ 808.36	\$ 1,518.14	\$ 2,463.67	\$ 3,644.83	\$ 5,061.72
7	\$ 519.63	\$ 927.40	\$ 1,724.05	\$ 2,779.99	\$ 4,095.18	\$ 5,669.66
8	\$ 587.12	\$ 1,046.40	\$ 1,929.94	\$ 3,096.28	\$ 4,545.51	\$ 6,277.59
9	\$ 654.63	\$ 1,165.43	\$ 2,135.82	\$ 3,412.64	\$ 4,995.87	\$ 6,885.51
10	\$ 722.15	\$ 1,284.43	\$ 2,341.70	\$ 3,728.96	\$ 5,446.20	\$ 7,493.40

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 167.04	\$ 314.85	\$ 651.54	\$ 1,114.11	\$ 1,702.60	\$ 2,416.98
2	\$ 283.68	\$ 529.01	\$ 1,000.90	\$ 1,623.93	\$ 2,397.99	\$ 3,323.19
3	\$ 400.35	\$ 743.13	\$ 1,350.33	\$ 2,133.74	\$ 3,093.41	\$ 4,229.38
4	\$ 516.98	\$ 957.30	\$ 1,699.69	\$ 2,643.54	\$ 3,788.84	\$ 5,135.59
5	\$ 633.66	\$ 1,171.38	\$ 2,049.07	\$ 3,153.36	\$ 4,484.24	\$ 6,041.78
6	\$ 750.32	\$ 1,385.56	\$ 2,398.41	\$ 3,663.17	\$ 5,179.68	\$ 6,947.98
7	\$ 867.00	\$ 1,599.69	\$ 2,747.84	\$ 4,172.98	\$ 5,875.07	\$ 7,854.16
8	\$ 983.64	\$ 1,813.83	\$ 3,097.23	\$ 4,682.77	\$ 6,570.49	\$ 8,760.36
9	\$ 1,100.31	\$ 2,027.97	\$ 3,446.60	\$ 5,192.59	\$ 7,265.11	\$ 9,666.56
10	\$ 1,216.96	\$ 2,242.09	\$ 3,795.99	\$ 5,702.38	\$ 7,962.50	\$ 10,572.75

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 212.66	\$ 402.94	\$ 782.05	\$ 1,287.07	\$ 1,917.99	\$ 2,674.81
2	\$ 374.96	\$ 705.15	\$ 1,261.97	\$ 1,969.83	\$ 2,828.80	\$ 3,838.87
3	\$ 537.25	\$ 1,007.39	\$ 1,741.86	\$ 2,652.62	\$ 3,739.62	\$ 5,002.91
4	\$ 699.53	\$ 1,309.57	\$ 2,221.74	\$ 3,335.38	\$ 4,650.45	\$ 6,166.96
5	\$ 861.83	\$ 1,611.80	\$ 2,701.67	\$ 4,018.19	\$ 5,561.31	\$ 7,331.00
6	\$ 1,024.15	\$ 1,913.98	\$ 3,181.56	\$ 4,700.93	\$ 6,472.09	\$ 8,495.05
7	\$ 1,186.41	\$ 2,215.84	\$ 3,661.47	\$ 5,383.70	\$ 7,382.89	\$ 9,659.11
8	\$ 1,348.70	\$ 2,518.40	\$ 4,141.37	\$ 6,066.48	\$ 8,293.75	\$ 10,823.16
9	\$ 1,511.00	\$ 2,820.64	\$ 4,621.30	\$ 6,749.24	\$ 9,204.55	\$ 11,987.21
10	\$ 1,673.30	\$ 3,122.85	\$ 5,101.18	\$ 7,432.02	\$ 10,115.35	\$ 13,151.23

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 258.31	\$ 491.02	\$ 912.59	\$ 1,460.07	\$ 2,133.42	\$ 2,932.68
2	\$ 466.23	\$ 881.31	\$ 1,523.01	\$ 2,315.78	\$ 3,259.65	\$ 4,354.59
3	\$ 674.17	\$ 1,271.64	\$ 2,133.45	\$ 3,171.56	\$ 4,385.88	\$ 5,776.51
4	\$ 882.10	\$ 1,661.94	\$ 2,743.89	\$ 4,027.31	\$ 5,512.14	\$ 7,198.38
5	\$ 1,090.03	\$ 2,052.22	\$ 3,354.31	\$ 4,883.04	\$ 6,638.39	\$ 8,620.32
6	\$ 1,297.98	\$ 2,442.53	\$ 3,964.76	\$ 5,738.79	\$ 7,764.59	\$ 10,042.21
7	\$ 1,505.94	\$ 2,832.86	\$ 4,575.21	\$ 6,594.54	\$ 8,890.82	\$ 11,464.12
8	\$ 1,713.89	\$ 3,223.15	\$ 5,185.62	\$ 7,450.26	\$ 10,017.07	\$ 12,886.03
9	\$ 1,921.81	\$ 3,613.45	\$ 5,796.05	\$ 8,306.03	\$ 11,143.32	\$ 14,307.94
10	\$ 2,129.77	\$ 4,003.75	\$ 6,406.47	\$ 9,161.75	\$ 12,269.55	\$ 15,729.85

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 303.95	\$ 579.12	\$ 1,043.13	\$ 1,633.01	\$ 2,348.84	\$ 3,190.53
2	\$ 557.53	\$ 1,057.48	\$ 1,784.11	\$ 2,661.76	\$ 3,690.47	\$ 4,870.28
3	\$ 811.09	\$ 1,535.88	\$ 2,525.06	\$ 3,690.45	\$ 5,032.14	\$ 6,550.09
4	\$ 1,064.68	\$ 2,014.27	\$ 3,266.02	\$ 4,719.19	\$ 6,373.78	\$ 8,229.86
5	\$ 1,318.30	\$ 2,492.68	\$ 4,006.96	\$ 5,747.91	\$ 7,715.43	\$ 9,909.63
6	\$ 1,571.84	\$ 2,971.05	\$ 4,747.95	\$ 6,776.62	\$ 9,057.11	\$ 11,589.37
7	\$ 1,825.47	\$ 3,449.43	\$ 5,488.91	\$ 7,805.35	\$ 10,398.76	\$ 13,269.12
8	\$ 2,079.03	\$ 3,927.82	\$ 6,229.87	\$ 8,834.07	\$ 11,740.39	\$ 14,948.91
9	\$ 2,332.63	\$ 4,406.23	\$ 6,970.82	\$ 9,862.78	\$ 13,082.06	\$ 16,628.68
10	\$ 2,586.21	\$ 4,884.62	\$ 7,711.79	\$ 10,891.50	\$ 14,423.69	\$ 18,308.45

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 349.56	\$ 667.18	\$ 1,173.66	\$ 1,805.99	\$ 2,564.25	\$ 3,448.41
2	\$ 648.79	\$ 1,233.66	\$ 2,045.13	\$ 3,007.68	\$ 4,121.31	\$ 5,386.00
3	\$ 948.01	\$ 1,800.10	\$ 2,916.63	\$ 4,209.36	\$ 5,678.34	\$ 7,323.65
4	\$ 1,247.24	\$ 2,366.58	\$ 3,788.07	\$ 5,411.03	\$ 7,235.43	\$ 9,261.24
5	\$ 1,546.45	\$ 2,933.02	\$ 4,659.57	\$ 6,612.72	\$ 8,792.47	\$ 11,198.86
6	\$ 1,845.65	\$ 3,499.53	\$ 5,531.07	\$ 7,814.41	\$ 10,349.53	\$ 13,136.48
7	\$ 2,144.88	\$ 4,066.00	\$ 6,402.53	\$ 9,016.08	\$ 11,906.60	\$ 15,074.10
8	\$ 2,444.08	\$ 4,632.46	\$ 7,274.02	\$ 10,217.76	\$ 13,463.63	\$ 17,011.70
9	\$ 2,743.31	\$ 5,198.90	\$ 8,145.52	\$ 11,419.45	\$ 15,020.71	\$ 18,949.32
10	\$ 3,042.56	\$ 5,765.37	\$ 9,016.99	\$ 12,621.12	\$ 16,577.77	\$ 20,886.96

CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE

EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009

	CURRENT RATES	NEW RATES
<u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u>		
1. Drop-off and Pick-up Charge Per Box	\$ 146.91	\$ 152.09
2. Weighed Tons Disposed/Box X Processing Charge	\$ 33.08	\$ 34.25
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)		

<u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u>		
1. Drop/off/Pick-up Charge Per Box	\$ 186.44	\$ 193.01
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 33.08	\$ 34.25
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)		

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Appointments to the Lodi Senior Citizens Commission, San Joaquin County Mosquito & Vector Control District, and the Site Plan and Architectural Review Committee

MEETING DATE: February 20, 2008

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the Lodi Senior Citizens Commission, San Joaquin County Mosquito & Vector Control District, and the Site Plan and Architectural Review Committee.

BACKGROUND INFORMATION: On December 19, 2007, the City Clerk's Office was directed to post for the expiring terms on the Lodi Senior Citizens Commission, San Joaquin County Mosquito & Vector Control District, and the Site Plan and Architectural Review Committee. The Mayor has reviewed the applications and made her selection. It is, therefore, recommended that the City Council concur with the following appointments.

Lodi Senior Citizens Commission

Terri Whitmire Term to expire December 31, 2011
 Tracy Williams Term to expire December 31, 2011

NOTE: Three applicants (one seeking reappointment and two new applications); published in LNS 12/22/07; application deadline 1/21/08

San Joaquin County Mosquito & Vector Control District

Jack Fiori Term to expire December 31, 2009

NOTE: Two applicants (one seeking reappointment and one new application); published in LNS 12/22/07; application deadline 1/21/08

Site Plan and Architectural Review Committee

Roger Stafford Term to expire January 1, 2012
 Reyes H. Jaramillo Term to expire January 1, 2012

NOTE: Two applicants (one seeking reappointment and one new application); published in LNS 12/22/07; application deadline 1/21/08

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

RJ/JMP

 Randi Johl
 City Clerk

APPROVED: _____
 Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Report Regarding Status of Mokelumne River Bank in the General Vicinity of Pigs Lake within Lodi Lake Nature Area

MEETING DATE: February 20, 2008

PREPARED BY: Interim Park and Recreation Director

RECOMMENDED ACTION: Receive report regarding status of Mokelumne River bank in the general vicinity of Pigs Lake within Lodi Lake Nature Area.

BACKGROUND INFORMATION: Lodi Lake Park comprises 114 acres. Lodi Lake Nature Area is a 58-acre long, irregularly shaped rectangle that consists of a unique natural riparian setting with six miles of trails. It serves as a local recreation area and an outdoor classroom primarily for grades K-6. The Nature Area is known throughout the state as a native area for many migratory and local bird species, and the area has an abundance of native tree species and adequate amount of under-story vegetation where it is commonplace to see wildlife such as deer, squirrels and beaver.

One of the many unique features within the Nature Area is a natural wetland pond known as Pigs Lake. In 1994, the Parks Division, with the cooperation of other agencies, repaired riverbank erosion adjacent to Pigs Lake. Scope of work included clearing of debris, fine grading, tilling, revegetation and associated work, as required to restore approximately 105 lineal feet of riverfront along the Mokelumne River and Pigs Lake at a cost of \$35,800. The State Wildlife Conservation Fund was the source of funding for the 1994 project.

The Parks Division is once again concerned about the same site. During the winter of 2005, Park staff observed rapid bank erosion due mainly to the high releases from Camanche Dam. On August 30, 2007, City staff accompanied engineers Bill Darsie and Stephen Sinnock of Kjeldsen, Sinnock and Neudeck Inc., on a tour and inspection of the Lodi Lake Nature Area erosion site. The primary purpose of the inspection was to look at the erosion site that is threatening a thin strip of land separating the Mokelumne River and Pigs Lake. An additional inspection was performed on October 13, 2007, after Lodi Lake had been drained for the season. The current area of concern is approximately 300 lineal feet and growing.

It is estimated that approximately 4 to 10 feet of embankment crest has eroded away. In some places, less than 15 feet of riverbank separate the river from Pigs Lake. Some of this erosion is naturally occurring; however, much is man induced. Staff fears that if the continuing erosion is not halted, there is a potential for a breach of the embankment that separates Pigs Lake and the Nature Area from the Mokelumne River. The degree of flooding in the Nature Area from a breach is unknown at this time.

APPROVED: _____
Blair King, City Manager

Staff is in the process of retaining the services of Kjeldsen, Sinnock & Neudeck, Inc. to develop plans and specifications for the repair work (proposed scope of work attached). No funding has been identified. The estimated costs are unknown. These Lodi Lake repairs have not been prioritized against any other maintenance needs within the Lodi parks system.

FISCAL IMPACT:

With continued erosion, our engineering consultants and City staff anticipate some form of breach in the near future. When this happens, staff is certain the existing environmental conditions will change and impact the flora and fauna. The fiscal impacts are unknown at this time. No current funding is available.

Steve Dutra
Interim Parks and Recreation Director

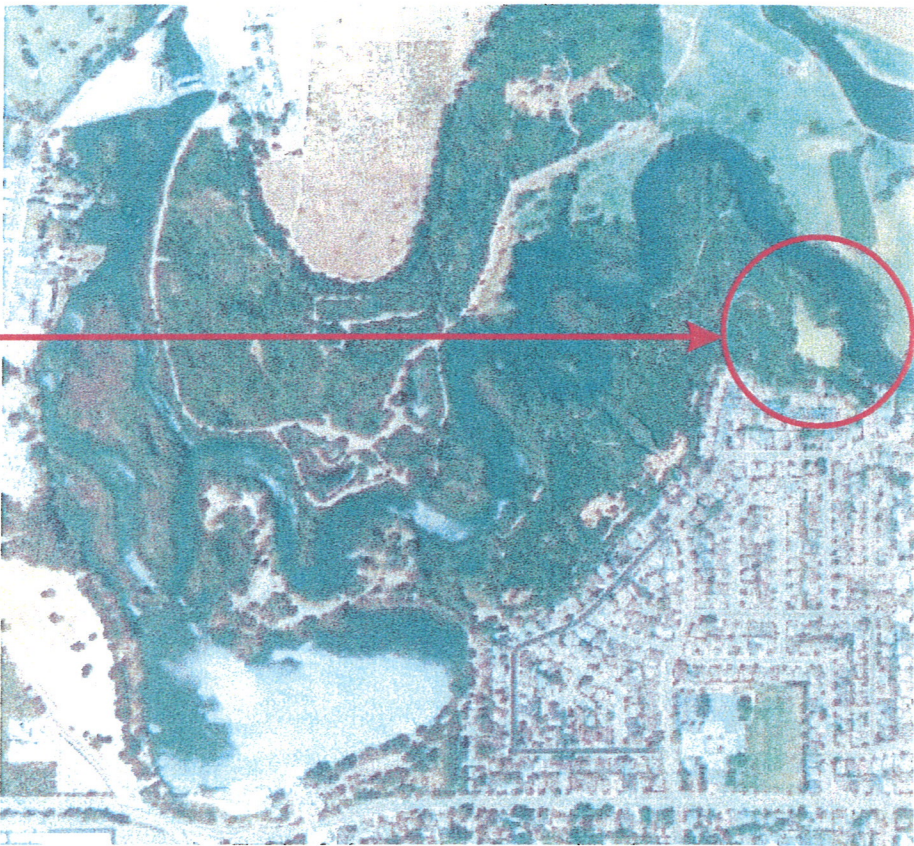
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Attachments

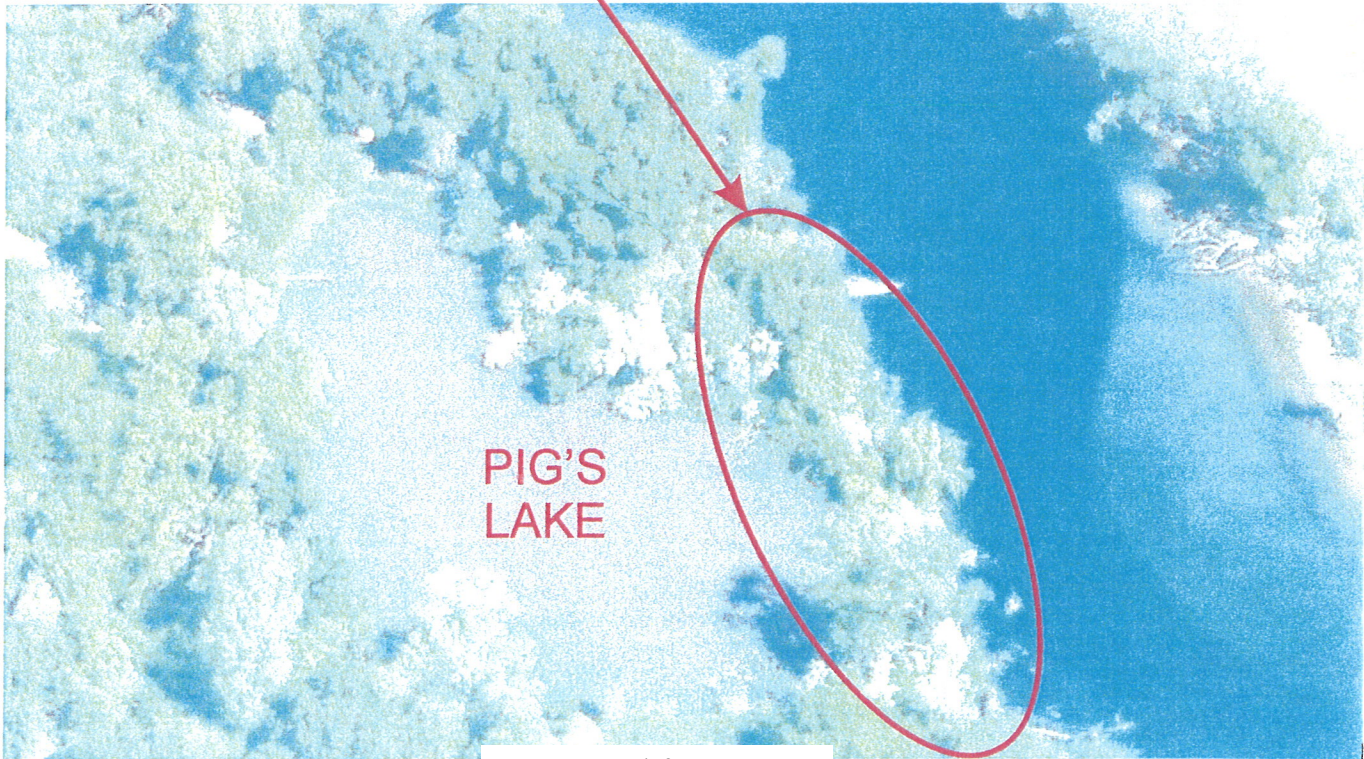
cc: City Attorney
Park Project Coordinator

LODI LAKE PARK - PIG'S LAKE PROPOSED LEVEE REPAIR PROJECT

PROJECT LOCATION
PIG'S LAKE
LEVEE REPAIR



PROPOSED
PROJECT LOCATION



KJELDSSEN, SINNOCK & NEUDECK, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

STEPHEN K. SINNOCK
CHRISTOPHER H. NEUDECK

KENNETH L. KJELDSSEN
RETIRED

711 NORTH PERSHING AVENUE
POST OFFICE BOX 844
STOCKTON, CALIFORNIA 95201-0844

TELEPHONE (209) 946-0268
FAX (209) 946-0296
E-MAIL ksn@ksninc.com

0007-0510

October 17, 2007

Mr. Steve Dutra
Lodi Parks & Recreation Department
125 N. Stockton Street
Lodi, CA 95240

Re: Lodi Lake Nature Area Erosion Along Mokelumne River

Dear Mr. Dutra,

On August 30, 2007 Bill Darsie and I participated in a tour and inspection of Lodi Lake erosion sites along the Mokelumne River with you and Mr. Richard Prima of the City of Lodi. The primary purpose of the inspection was to look at an erosion site that is threatening a thin strip of land separating the Mokelumne River and the Pig Lake. An additional inspection occurred on October 13, 2007 after Lodi Lake had been drained for the season. This additional inspection allowed for viewing the area that was not visible and under water during the first inspection. Kjeldsen, Sinnock & Neudeck, Inc. submits herewith its proposal to prepare a preliminary report discussing the likely causes of the erosion, a discussion of the options to remediate and restore the eroded areas, a discussion of the permitting issues related to the repairs and preliminary projections for the cost of the repairs.

Current Site Conditions

As shown in the attached photos, erosion has occurred on the right bank of the Mokelumne River upstream of the Lodi Lake dam in the vicinity of Pig Lake. The erosion site is approximately 300 feet in length and is located just downstream of a 180 degree bend in the River that causes the lower portions of the river bank at the site to be exposed to the hydraulic cutting action of the river. Erosion is occurring higher up on the river bank slope at the waterline due to wave run up from the wakes of watercraft. This wave erosion has caused undercutting of the bank up to 3 feet in some places. The soil at the site is predominately a cohesionless, fine silty sand that erodes quite readily.

There are several conditions occurring in this area of the river that may be contributing to the aggressive erosion of this particular segment of riverbank.

First, there is hydraulic erosion occurring below the waterline that has undermined and washed out a previous repair project that was completed in 1994 (see attached drawings dated 12/93). The erosion area is located on the outside of a bend in the river, where velocities tend to be the greatest. The previous repairs appear to have consisted of stacking a grid of tree roots and logs along the eroded bank and cabling them to existing live trees along the shoreline. Remnants of the trees and logs used for the 1994 repair project remain scattered throughout the river bottom and bank of the site as shown in the attached photos. The remnant trees and logs may be aggravating the hydraulic cutting action of the river as they could be creating eddies and turbulence that are contributing to the erosion of the river bank.

Second, there appears to be wave wash erosion occurring at the summer water line when Lodi Lake is full. The waves are generated by both boats and wind. This erosion is clearly defined and localized at the top of the waterside slope. The wave wash was observed during the August inspection when watercraft passed the site.

Third, the erosion may be aggravated by the annual draining of Lodi Lake. The rapid drawdown of the lake in the fall may contribute to the erosion by not allowing the saturated riverbank materials to gradually drain. A rapid drawdown may cause sloughing of the cohesionless sands on the upper portions of the riverbank.

Following a review of the 1994 repair project plans and the inspection observations, it is estimated that approximately 4 to 10 feet of the embankment crest has eroded away. In some places less than 15 feet of riverbank separate the river from Pig Lake.

If the continuing erosion is not addressed, there is a high potential for a breach of the embankment that separates Pig Lake and the Nature Area from the river.

The environmental review process for work in the river is complicated and is often very time consuming due to the number of State and Federal agencies, and the wide spectrum of protected species potentially involved. The environmental impacts resulting from not performing erosion protection repairs could be catastrophic for Pig Lake, the Nature Area and the entire Lodi Lake Park. The environmental issues associated with the site will likely dictate the repair options that are viable.

Based upon our understanding of the issues and the City's goals, it is our recommendation that the scope of work for the preliminary report include the following.

Proposed Scope of Work for Preliminary Report

The following is a description of the scope of services KSN proposes to provide to prepare a preliminary report.

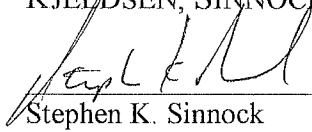
- Communicate with State and Federal Regulatory Agencies to develop an understanding and outline of the regulatory issues and concerns, and the scope of the permitting effort required for a repair project. The State and Federal agencies to be contacted will include the following:

- State Department of Fish & Game
 - U.S. Army Corps Of Engineers Regulatory
 - NOAA Marine Fisheries
 - US Fish & Wildlife Service
 - Central Valley Regional Water Quality Control Board
 - State Reclamation Board
 - Other Local, State and Federal agencies as necessary
- Perform detailed site inspection to determine the limits of the repair area and the general magnitude of the material quantities required for the repair and restoration of the riverbank.
 - Lay out limits of repair site
 - Determine typical cross-section of existing condition
 - Identify specific issues that would affect the repair options
 - Preliminary hydraulic evaluation
 - Preliminary assessment of soils
 - Review access routes to public streets
 - Prepare preliminary quantity calculations
- Evaluate the practicality of interim protective measures to minimize further loss of the riverbank.
 - May be necessary to limit damage this winter
 - Measures to limit erosion until more permanent repairs can be permitted
 - Geotechnical fabrics
 - Sand bags
 - Plastic sheeting
 - Thin band of riprap to stabilize slope
 - Communicate with regulatory agencies to determine what actions are allowable
- Perform preliminary site survey and prepare schematic site map
 - Prepare typical river bank cross-sections at erosion site
 - Determine actual length of erosion site
- Prepare letter report outlining initial findings and recommendations
 - Letter report will include discussions on the following
 - Probable causes of erosion
 - Permitting issues related to repairs
 - Erosion repair options
 - Preliminary quantity estimates for repair options
 - Preliminary cost estimates for repair options

Page 4
October 17, 2007

KSN proposes to provide the above described scope of work on a time and materials basis in accordance with our current Prevailing Wage Fee Schedule, for a not to exceed fee of \$4,900. We appreciate you having considered KSN for this project and we look forward to working with you and your staff. If you have any questions regarding this proposal, or if you require additional information, please call Bill Darsie, or myself, at (209) 946-0268.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.



Stephen K. Sinnock

w/enclosures

NOTES: 1. LARGE BOULDERS MAY REPLACE ROOT WADS PLACED ALTERNATELY UP TO 50% OF FACIAL AREA ~ BOULDERS SHALL BE 3-5 FT DIA.

2. ROOT WADS/BOULDERS SHALL BE PLACED TIGHTLY, OVERLAPPING SILL LOGS AND SUBSEQUENT ROWS. 1/2" DIA WIRE ROPE SHALL BE WOVEN THRU THE MAT TO TIE INDIVIDUAL STRUCTURES TOGETHER.

3. VIDS BETWEEN STRUCTURES SHALL BE BACKFILLED AND PLANTED WITH NATIVE SPECIES. (SEE PLANTING SCHEDULE)

LOW WATER LINE MORELUMINE RIVER
ELEV 35.5

GRADED ZIP-RAP

ROOT WADS/BOULDERS

HIGH WATER LINE MORELUMINE RIVER
ELEV 43.0

SILL LOGS

A

B

40.0

42.0

44.0

46.0

48.0

50.0

52.0

54.0

56.0

58.0

60.0

62.0

64.0

66.0

68.0

70.0

72.0

74.0

76.0

78.0

80.0

82.0

84.0

86.0

88.0

90.0

92.0

94.0

96.0

98.0

100.0

BASE LINE

TBM ~ 50 FT RIGHT STA
D.E.D. ~ ASSUMED
ELEV 50.0

14.50

14.75

15.00

15.25

15.50

BACKFILL LEVEE CREST TO ELEV 46.0

SAND/CEMENT SURVEY CUT-OFF TRENCH

PERMEABLE TRENCH

FIG LAKE HIGH WATER LEVEL
ELEV 43.0

FIG LAKE WATER LEVEL
12/21/93 ELEV 39.5

David Lampe
Lampe Engineering

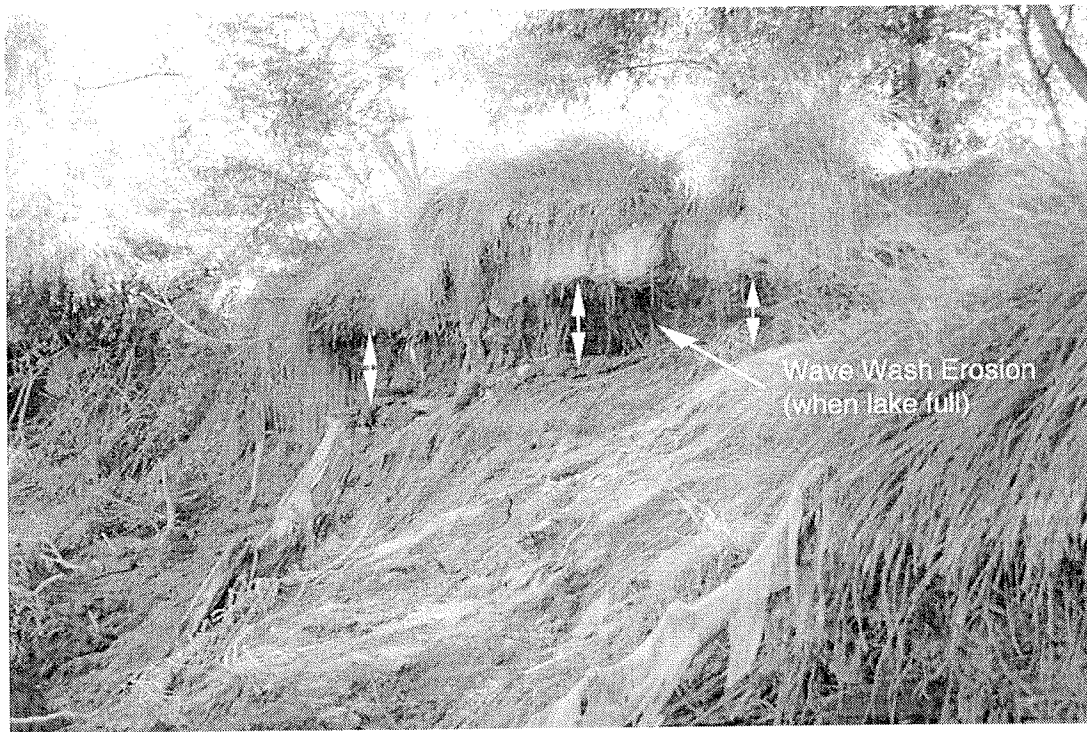
0 5 10 20

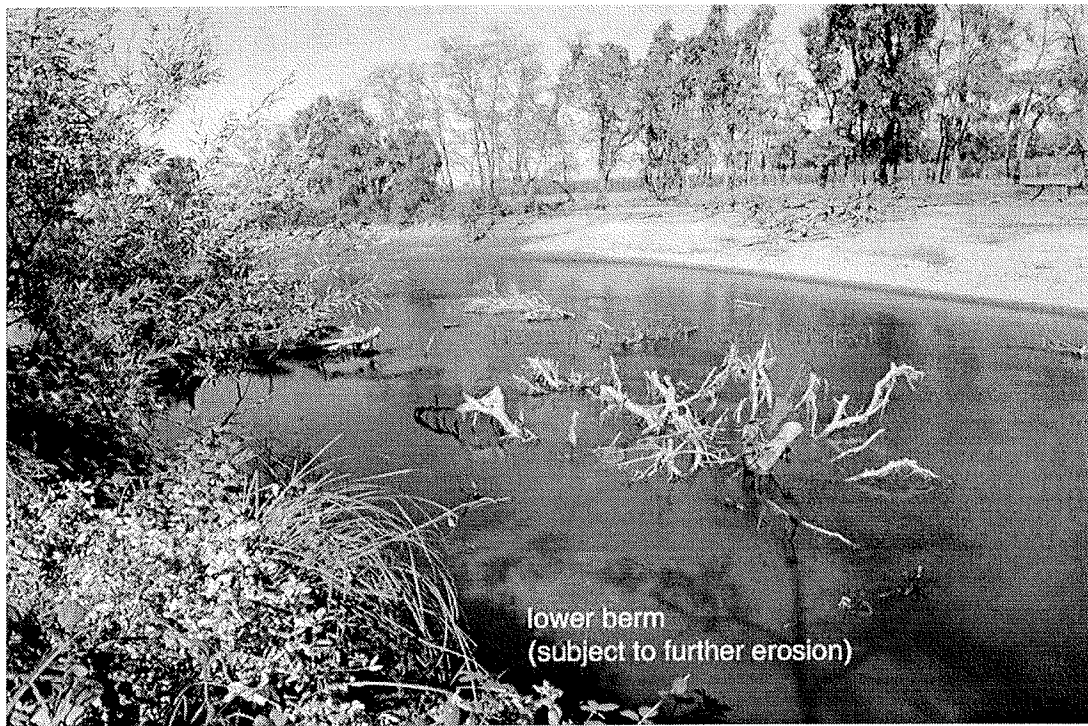
FIG LAKE - LEVEE REPAIR SECTIONS AND DETAILS

CITY OF LODI	PARKS AND RECREATION
DESIGNED D. Lampe	DATE 12/93
Lampe Engineering	SCALE 1" = 10'
	S&W NOB0 HWY CHGO CA 9823

Lodi Lake Park
Mokelumne River/Pig Lake Erosion Sites









CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Electric, Water and Wastewater Utility First and Second Quarter (Fiscal Year 2007-08) Financial Reports

MEETING DATE: February 20, 2008

PREPARED BY: Electric Utility and Public Works Directors

RECOMMENDED ACTION: Receive a report prepared by the Electric Utility Department and Public Works Department summarizing the financial performance for the first and second quarters of Fiscal Year 2007-08.

BACKGROUND INFORMATION: The Electric Utility (EUD) and Public Works Departments are responsible for reporting the quarterly financial results to the City Council. The attached PowerPoint report summarizes such results for the First and Second quarters of Fiscal Year 2007-08.

ELECTRIC UTILITY:

A summary of the Electric Utility's financial performance for this reporting period is as follows:

- EUD had strong first and second quarters for Fiscal Year 2007-08
- Power costs declined approximately \$705, 000 from budget
- Non-power costs decreased \$1.4 million
- Revenues are down by approximately \$865,000
- Northern California Power Authority (NCPA) General Operating Reserve (GOR) is up by approximately \$295,000
- Fiscal year 2007-08 power costs are 93% hedged
- Revenues include a one-time receipt of \$3.25 million from Roseville CT1 Sale
- Overall increase in cash is about \$5.75 million through the second quarter(including Roseville revenue)

A summary of the Wastewater and Water financial performance for this reporting period is attached and is summarized as follows:

WASTEWATER:

- Cash balance is \$2.3 million
- Revenues at 48% of budget
- Operating expenses on target at 50% of budget

WATER:

- Cash balance is \$1 million
- Revenues are on target at 52 % of budget
- Fund operating expenses on target at 41 % of budget

APPROVED: _____
Blair King, City Manager

FISCAL IMPACT: None at this time.

FUNDING: Not applicable.

George F. Morrow
Electric Utility Director

Richard Prima
Public Works Director

Attachment



Electric Utility Department

FY08 Quarterly Update

(Through December 30, 2007)

City Council Shirtsleeve Session
February 20, 2008



Highlights

- EUD had a strong 2nd Qtr of FY08 ✓
- Power Costs declined ~\$705K ✓
- Non-power Costs decreased ~\$1.4M ✓
- Revenues down about \$865K ✗
- NCPA “GOR” up \$295K ✓
- FY08 power costs ~93% hedged ✓
- Revenues include a one-time receipt of 3.25 million from Roseville CT1 Sale. ✓
- Overall increase in cash is about \$5.75M ✓✓



Q2 Projected vs. Q2 Actual

Cash Flow			
Revenue	Projected	Actuals	% of Projection
Sales Revenues	38,159,944	37,358,628	-2.1%
Other Revenues	326,068	3,510,426	976.6%
Total Revenues	38,486,012	40,869,054	6.2%
Expenses			
Purchase Power	22,175,243	21,470,186	-3.2%
Non Power	7,480,513	6,028,395	-19.4%
Total Expenses	29,655,756	27,498,581	-7.3%
Net Revenue for Debt Service	8,830,256	13,370,473	
Debt Service			
Net Revenue	4,344,512	8,884,729	
In-lieu Transfer to General Fund	3,436,614	3,436,614	0.0%
Net Increase (Decrease) in Working Capital	907,898	5,448,115	
Beginning Cash Balance	5,162,285	5,162,285	
Changes in GOR	-	295,352	
Ending Cash Balance	6,070,183	10,905,752	



FY08 Budget vs. Q2 Actual

Cash Flow			
Revenue	Budget	Actuals	% of Budget
Sales Revenues	70,072,930	37,358,628	53.3%
Other Revenues	1,528,192	3,510,426	229.7%
Total Revenues	71,601,122	40,869,054	57.1%
Expenses			
Purchase Power	42,333,517	21,470,186	50.7%
Non Power	11,649,177	6,028,395	51.7%
Total Expenses	53,982,694	27,498,581	50.9%
Net Revenue for Debt Service	17,618,428	13,370,473	
Debt Service	8,971,488	4,485,744	50.0%
Net Revenue	8,646,940	8,884,729	
In-lieu Transfer to General Fund	6,873,228	3,436,614	50.0%
Net Increase (Decrease) in Working Capital	1,773,712	5,448,115	
Beginning Cash Balance	5,162,285	5,162,285	
Changes in GOR	-	295,352	
Ending Cash Balance	6,935,997	10,905,752	



Electric Expenses by Series

	Q2 Budget	Q2 Actual	% Q2 Bud	FY08 Budget
Personnel	2,995,312	2,624,819	88%	5,967,361
Supplies, Materials, Services	795,988	644,719	81%	1,382,319
Equipment, Land, Structures	423,440	286,561	68%	1,194,481
Other Payments	307,450	91,307	30%	530,770
Communication & Transportation	30,435	32,932	108%	64,470
Total Operating Expenses	4,552,625	3,680,338	80.8%	9,139,401



**Note: Includes Capital Expenditures in
Equipment, Land and Structures**



Q2 Power Supply

	Estimated	Actual	Change	% Change
Generation	\$ 19,159,003	\$ 19,495,983	\$ 336,980	1.7%
Transmission	\$ 2,780,248	\$ 3,122,812	\$ 342,564	11.0%
Management Services	\$ 1,198,398	\$ 1,208,695	\$ 10,297	0.9%
Third Party Revenue	\$ (962,406)	\$ (2,357,304)	\$ (1,394,898)	59.2%
TOTAL	\$ 22,175,243	\$ 21,470,186	\$ (705,057)	-3.3%



Sales

	YTD Projections	YTD Actuals	% Difference
kWh	250,337,260	241,726,224	-3.4%
Revenue	\$38,159,944	\$37,358,628	-2.1%

Weather

	Year	HDD	Normal	CDD	Normal
July	2007	0	0	412	390
August	2007	0	0	428	363
September	2007	12	5	201	247
October	2007	68	76	23	73
November	2007	255	348	0	0
December	2007	592	609	0	0
Q1/Q2 Totals		927	1038	1,064	1,073



Q2 Billing Statistics

Projected			
Customer Class	kWh Sales	Revenue	Average Rate
Residential	85,738,521	\$ 14,718,723	\$ 0.1717
Small Commercial	91,999,760	\$ 15,070,896	\$ 0.1638
Large Commercial/Small Industrial	19,822,620	\$ 2,888,328	\$ 0.1457
Industrial	52,776,358	\$ 5,481,998	\$ 0.1039
TOTAL	250,337,260	\$ 38,159,944	\$ 0.1524

Actual			
Customer Class	kWh Sales	Revenue	Average Rate
Residential	82,789,310	\$ 14,409,646	\$ 0.1741
Small Commercial	88,835,176	\$ 14,754,424	\$ 0.1661
Large Commercial/Small Industrial	19,140,767	\$ 2,827,676	\$ 0.1477
Industrial	50,960,971	\$ 5,366,882	\$ 0.1053
TOTAL	241,726,224	\$ 37,358,628	\$ 0.1545



NCPA “GOR”

- **General Operating Reserve**
- **Provides funding for contingencies**
- **GOR levels**
 - \$4,790,663 (June 30, 2007)
 - \$5,086,015 (December 31, 2007)

\$295,352 Increase



ECA Billing Statistics

Customer Class	Q1	Q2	Total
Residential	(159,594)	545,871	386,277
Small Commercial	(165,623)	586,856	421,233
Large Commercial/Small Industrial	(39,020)	130,455	91,435
Industrial	(105,963)	392,355	286,392
Total ECA Revenue	(470,200)	1,655,537	1,185,337

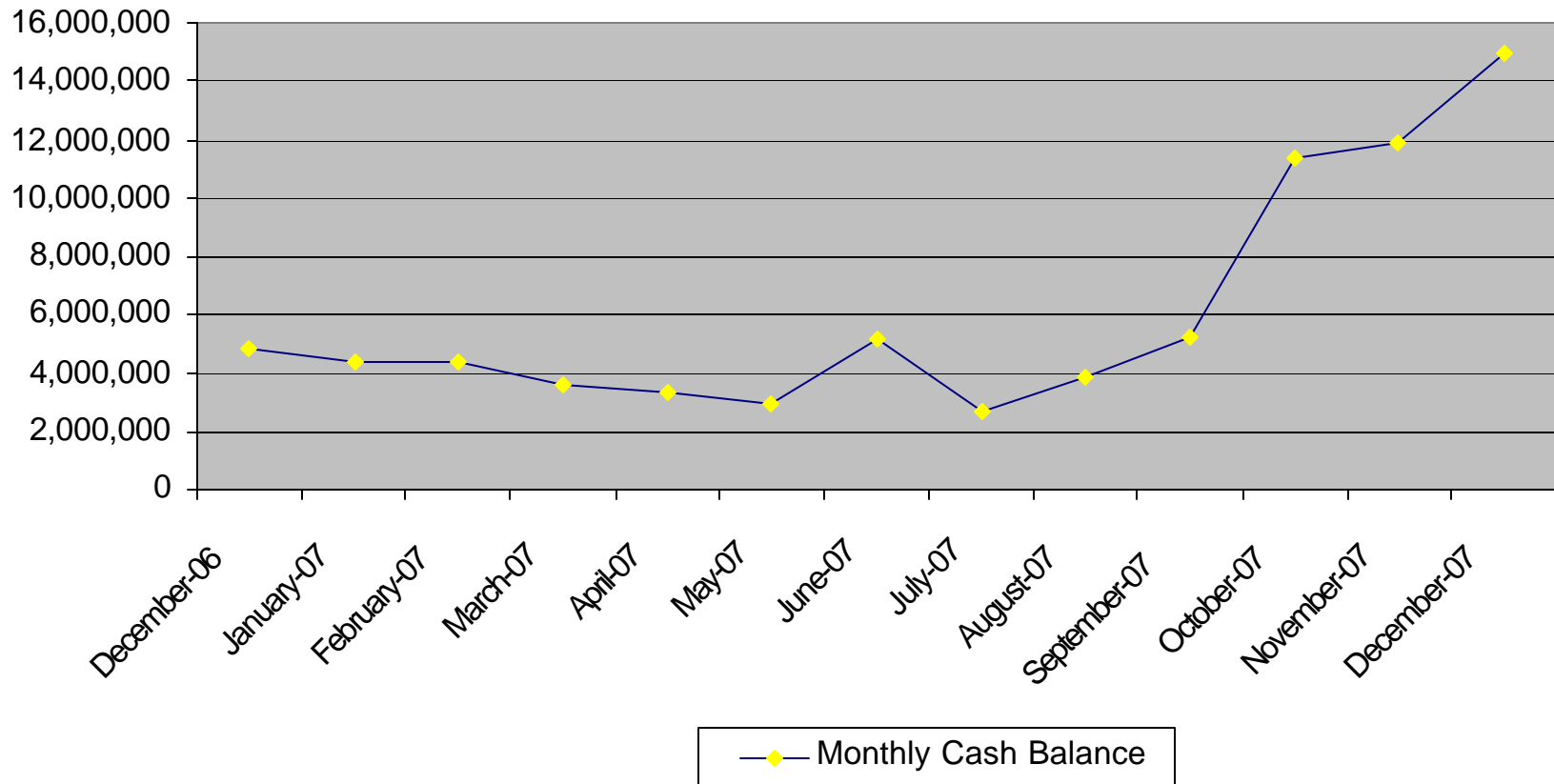


FY08 “Open Position”

	Lodi Total Surplus/(Deficit)	Load	% of Load	Lodi HLH Surplus/(Deficit)	Load	% of Load	Lodi LLH Surplus/(Deficit)	Load	% of Load
July 2007	(3,699)	53,597	-6.9%	(763)	33,935	-2.2%	(2,936)	19,662	-14.9%
August	(3,741)	49,592	-7.5%	(1,994)	32,886	-6.1%	(1,747)	16,706	-10.5%
September	222	42,940	0.5%	459	26,615	1.7%	(237)	16,325	-1.5%
October	(1,365)	38,430	-3.6%	(1,318)	25,325	-5.2%	(47)	13,105	-0.4%
November	(1,534)	35,719	-4.3%	(723)	23,150	-3.1%	(811)	12,569	-6.5%
December	(2,175)	37,802	-5.8%	(420)	23,379	-1.8%	(1,755)	14,422	-12.2%
Jan 2008	(5,948)	36,994	-16.1%	(3,754)	23,390	-16.1%	(2,193)	13,604	-16.1%
February	(5,272)	35,512	-14.8%	(3,129)	23,016	-13.6%	(2,143)	12,496	-17.2%
March	(3,176)	36,637	-8.7%	(1,568)	23,066	-6.8%	(1,609)	13,571	-11.9%
April	(4,031)	36,293	-11.1%	(4,521)	23,797	-19.0%	489	12,497	3.9%
May	(961)	39,059	-2.5%	(1,931)	25,104	-7.7%	970	13,955	6.9%
June	(3,039)	43,062	-7.1%	(1,950)	27,469	-7.1%	(1,089)	15,593	-7.0%
Net Total	(34,720)	485,638	-7.1%	(21,611)	311,132	-6.9%	(13,109)	174,506	-7.5%



Cash Balance





Summary

- EUD had a strong 2nd Qtr of FY08
- Power Costs declined ~\$705K
- Non-power Costs decreased ~\$1.4M
- Revenues down about \$865K
- NCPA “GOR” up \$295K
- FY08 power costs ~93% hedged
- Revenues include a one-time receipt of 3.25 million from Roseville CT1 Sale.
- Overall increase in cash is about **\$5.75M**



Water and Wastewater

FY07 Quarterly Update

(Through December 31, 2007)

City Council Meeting
February 20, 2008



Summary

WASTEWATER:

- Cash balance is \$2.3 million
- Revenues at 48% of budget
- Operating expenses on target at 50% of budget

WATER:

- Cash balance is \$.94 million.
- Revenues are on target at 52 % of budget
- Fund Operating expenses on target at 41 % of budget



Wastewater Financials

Quarters Ending 12/31/07

Revenue	FY Budget	Actuals	% of Budget
Sales Revenues	8,838,600	4,295,363	48.6%
Other Revenues	510,000	243,544	47.8%
Impact Mitigation Fees	2,002,770	133,642	6.7%
Total Revenues	\$11,351,370	\$4,672,549	41.2%
Expenses			
Operating	\$5,210,090	2,627,416	50.4%
Capital Outlay	28,469,807	7,204,448	25.3%
Total Expenses	\$33,679,897	\$9,831,864	29.2%
Net Revenue for Debt Service	(\$22,328,527)	(\$5,159,315)	23.1%
Debt Service	3,339,773	1,760,857	52.7%
Net Revenue	(\$25,668,300)	(\$6,920,172)	27.0%
Less Cost of Services Transfer to General Fund	1,404,661	702,331	50.0%
Net Increase (Decrease) in Cash	(\$27,072,961)	(\$7,622,503)	28.2%
Beginning Cash Balance	1,757,400	4,956,069	282.0%
Other Changes in Cash	27,714,654	4,984,599	
Ending Cash Balance	\$2,399,093	\$2,318,165	96.6%

Note: Other Changes comprise proceeds from sale of 2004 COPS and other working capital items



Wastewater Operating Expenses by Series

	FY08 Budget	FY08 Q2	% of Budget
Personnel	\$ 2,991,129	\$ 1,562,123	52.2%
Supplies, Materials, Services	1,032,686	490,043	47.5%
Equipment, Land, Structures	182,940	30,981	16.9%
Other Payments	201,870	147,715	73.2%
Communication & Transportation	801,465	396,554	49.5%
Total Operating Expenses	\$ 5,210,090	\$ 2,627,416	50.4%



Water Financials

Quarter Ending 12/31/07

Revenue	FY Budget	Actuals	% of Budget
Sales Revenues	\$11,311,000	5,875,860	51.9%
Other Revenues	726,200	428,760	59.0%
Impact Mitigation Fees	224,000	30,748	13.7%
Total Revenues	\$12,261,200	\$6,335,368	51.7%
Expenses			
Operating	4,378,128	1,811,497	41.4%
Capital Outlay	6,052,976	1,921,233	31.7%
Total Expenses	\$10,431,104	\$3,732,730	35.8%
Net Revenue for Debt Service	\$1,830,096	\$2,602,638	142.2%
Debt Service	228,025	16,399	7.2%
Net Revenue	\$1,602,071	\$2,586,239	
Cost of Services Transfer to General Fund	1,036,399	524,130	50.6%
Net Increase (Decrease) in Cash	\$565,672	\$2,062,109	364.5%
Beginning Cash Balance	534,780	(475,262)	-88.9%
Other Changes in Cash (See note below)		(647,072)	
Ending Cash Balance	\$1,100,452	\$939,775	
Note: PCE/TCE settlements in 07/08 (\$8 million) for mitigation efforts are not included in analysis			



Water Expenses by Series

	FY08 Budget	FY08 Q2	% of Budget
Personnel	\$ 1,180,697	\$ 280,334	23.7%
Supplies, Materials, Services	694,411	180,410	26.0%
Equipment, Land, Structures	3,500	222	6.3%
Other Payments	1,620,980	917,453	56.6%
Communication & Transportation	878,540	433,078	49.3%
Total Operating Expenses	\$ 4,378,128	\$ 1,811,497	41.4%



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the International Brotherhood of Electric Workers for the Period January 1, 2008 through December 31, 2011

MEETING DATE: February 20, 2008

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt Resolution amending Memorandum of Understanding between the City of Lodi and the International Brotherhood of Electrical Workers (IBEW) period January 1, 2008 through December 31, 2011. As directed by City Council through the City Manager, representatives from the IBEW, City staff and an outside negotiator (Bill Avery from Avery and Associates) began negotiations for the purpose of amending the MOU. The recommended elements of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows:

BACKGROUND INFORMATION: The Memorandum of Understanding (MOU) between the City of Lodi and the IBEW expired on January 1, 2008. The recommended elements of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows:

- Effective January 1, 2008 employees shall receive a salary increase of 4%.
- Effective on January 1, 2009, 2010 and 2011 salaries will be adjusted by a minimum of 3.5% and maximum of 5.5% based on the Consumer Price Index (CPI-W) for San Francisco wage earners.
- As is currently the practice, the MOU will be amended to include a provision for a 10% premium for employees who work in the Utility Relief Operator position.
- When required to work overtime, employees will be granted a \$20 meal allowance. One hour of pay will be provided in instances where a meal is missed.
- Bi-lingual pay will be provided in accordance with the City of Lodi policy for employees for which the City of Lodi needs an employee who has been certified with this designation.
- Three title changes will be made without any pay difference as follows:
 - Assistant Electrical Estimator to Estimator.
 - Electrical Estimator to Distribution Planner
 - Senior Electrical Estimator to Distribution Planning Supervisor
- Those required to have a Class "A" commercial driver's license as part of their employment will be given \$600 per year.

These terms do not include a survey of comparable cities. Wage increases will be based on Consumer Price Index adjustments. The City has a contract with the IBEW to hire employees from the "Union Hall". This contract requires Lodi to pay according to IBEW's standard contract. The proposed MOU mirrors the IBEW standard agreement to allow for uniformity within the workforce.

APPROVED: _____
Blair King, City Manager

FISCAL IMPACT: The current year salary modifications as recommended, would impact the Electric Utility Fund by approximately \$40,000 in fiscal year 2007-08. In fiscal year 2008-09 and beyond, the additional annual cost will range between \$80,000 and \$87,000 based on a minimum of 3.5% and a maximum of 5% change in the Consumer Price Index.

FUNDING AVAILABLE: The increase of \$40,000 to salary and benefits is included in the current year budget. Pending the action taken by the City Council, the Electric Utility budget will be adjusted to reflect the salary and benefit adjustments incorporated within the MOU amendments.

James R. Krueger, Deputy City Manager

Attachments

City of Lodi International Brotherhood of Electrical Workers

Last, Best and Final Offer

Article IV- Salary

Increase all salaries for all positions by 4% on the first pay period in which January 1, 2008 falls.

Increase all salaries by minimum of 3.5% and maximum of 5.5% based on the CPI-W US City wide wage earners index on January 1, 2009, 2010 and 2011. The CPI index for the twelve month period ending on March of the previous year will be used to determine the increases on January 1, 2009, 2010 and 2011.

A relief premium of 10% will be applied to operators for all hours worked in the Utility Service Operator relief position under that attached salary schedule.

Article XXVII

Meal Allowance

Modify meal allowance to be \$20. One hour pay shall be given for a missed meal.

Article XXX

As provided for in article 25.3 it is the intent that all Utility Service Operator IIs shall fill the Utility Service Operator relief position in a sequentially rotating manner such that each individual serves an equal share of at least 7 weeks and not more than 13 weeks rotation.

Bi-lingual pay

Based upon mutual agreement between the City of Lodi and IBEW, City of Lodi will pay those employees as needed the Bi-lingual pay amount as included in the City of Lodi Policy.

Article 7.2 Boot Allowance

Boot allowance of \$150 to be extended to Equipment Specialist

Medical Insurance

Current MOU language to be maintained

Title Changes

The following classifications shall be changed in title only and there shall be no change in pay associated with these title changes:

Assistant Electrical Estimators to Estimator
Electrical Estimators to Distribution Planner
Senior Electrical Estimator to Distribution Planning Supervisor

Class "A" Commercial Drivers License

\$600 per year will be paid to those employees who are required to possess a Commercial Class "A" drivers license.

Miscellaneous

Prior to any reduction in force of IBEW represented employees, affected IBEW employees meeting the minimum qualifications of the jobs being contracted will be offered any bargaining unit work being performed by contractors. These assignments will be of a temporary nature. All current rules concerning bumping and selection shall apply. For the purpose of this agreement, contracting occurs when temporary non-IBEW employees are filling positions; outside contractors are performing work in the IBEW bargaining unit and cross-training is in effect. The City of Lodi agrees to notify IBEW in each instance of its intent to contract IBEW bargaining unit work.

Technological Changes:

The City of Lodi shall continue to provide the Union with as much as is practicable of technological changes in its business that may have a significant effect on its work force. In such circumstances, the city of Lodi and the union shall then meet to study and endeavor to adopt appropriate solutions.

Article XXXXIII

This MOU covers the period from January 1, 2008 through December 31, 2011

IBEW

City of Lodi

Red Brown Richard Willett James A. ...

Samuel C. Slewo
IBEW 1245
BUSINESS REPRESENTATIVE.
2/1/2008

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING THE MEMORANDUM OF UNDERSTANDING
WITH THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

=====

WHEREAS, representatives from the City of Lodi and International Brotherhood of Electrical Workers (IBEW) have bargained in good faith for the purpose of amending certain articles of the Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby amend the MOU as follows:

Article IV-Salary

4.1 Removed and replaced as follows:

Effective January 1, 2008, employees shall receive a salary increase of 4.0%.

4.2 Removed and replaced as follows:

Effective on January 1, 2009, 2010, and 2011, salaries will be adjusted by a minimum of 3.5% and maximum of 5% based on the Consumer Price Index (CPI-W) for San Francisco wage earners.

4.6 Added

Employees who work in the Utility relief operator position will receive a 10% premium.

4.7 Added

Those required to have a Class "A" commercial drivers license as part of their employment will be given \$600 per year.

Article XXVII-Meals

27.1 Removed and replaced as follows:

When required to work overtime, employees will be granted a \$20 meal allowance. One hour of pay will be provided in instances where a meal is missed.

Miscellaneous

Three title changes will be made without any pay difference as follows:

- Assistant Electrical Estimator to Estimator
- Electrical Estimator to Distribution Planner
- Senior Electrical Estimator to Distribution Planning Supervisor

Bilingual pay will be provided in accordance with the City of Lodi policy for employees for which the City of Lodi needs an employee who has been certified with this designation.

Date: February 20, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the Lodi City Council in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association for the Period November 6, 2007 through April 30, 2011

MEETING DATE: February 20, 2008

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt Resolution amending Memorandum of Understanding between the City of Lodi and the Lodi Police Dispatchers Association (LPDA) period November 6, 2007 through December 31, 2011. As directed by City Council through the City Manager, representatives from the LPDA, City staff and an outside negotiator (Bill Avery from Avery and Associates) began negotiations for the purpose of amending the MOU. The recommended elements of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows:

BACKGROUND INFORMATION: The Memorandum of Understanding (MOU) between the City of Lodi and the LPDA expired on November 5, 2007. The recommended elements of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows:

- The first year of the MOU includes no Cost of Living Adjustments or any other salary modifications.
- Effective the first pay period in which November 6, 2008 falls, employees will receive a salary adjustment to the median on a salary survey of the nine cities used by the Lodi Police Officers Association (LPOA).
- Effective the pay period in which April 1, 2009 falls, employees will receive a cost of living adjustment based upon the January 15, 2009 CPI-W (San Francisco-Oakland-San Jose) with a minimum of 3% and a maximum of 5%.
- Effective the pay period in which July 1, 2010 falls, salaries will be adjusted to the median of the survey, if General Fund revenues increase by at least 1%. General Fund revenues will be compared using audited revenues for June 30, 2008 and June 30, 2009. If General Fund revenues do not increase by at least 1%, then the LPDA and the City of Lodi will reopen negotiations with regard to salary.
- Effective the pay period in which November 6, 2008 falls, employees who are classified as dispatcher-jailers will receive a special pay incentive of 2%. The special pay incentive of 2% will remain effective for the duration of the time that the employee is classified as jailer-dispatcher.

APPROVED: _____
Blair King, City Manager

- Field Evidence Technician and Latent Print Examiner incentive pay will be increased to \$125 per month effective November 6, 2008 and \$150 effective April 1, 2009. Effective November 6, 2008 employees with an AA degree or Intermediate POST certificate will receive \$50; on July 1, 2010 this will be increased to \$75. Employees who have a BA degree or advanced POST certificate shall receive \$100 and will be increased to \$150 effective on July 1, 2010.
- Negotiations regarding enhanced retirement benefits shall be opened if this becomes available to any City employee.
- All other elements of the MOU remain unchanged.

FISCAL IMPACT: No fiscal impact in the current budget year. In subsequent years, the impact would vary depending on the results of total compensation surveys to be completed in those years. If revenues do not materialize then the fiscal impact would vary depending on renegotiating terms in subsequent years.

FUNDING AVAILABLE: The increase in wages and benefits is estimated to cost approximately \$55,000 to salary and benefits will not occur until fiscal year 2008-2009. Upon City Council approval, the 2008-2009 budget would incorporate this increase.

James R. Krueger, Deputy City Manager

Attachments

Lodi Police Dispatchers Association Agreed upon 12-7-07

Proposal 3

Article I-Salary and Term

Article 1.1

Employees shall receive no increases for the period November 6, 2007 through November 5, 2008.

Article 1.2

Effective the first pay period in which November 6, 2008 falls, employees will receive a salary adjustment to the median based on a salary survey of the 9 cities to by the POA based on salaries as of October 6, 2008.

Article 1.3

The city shall conduct a salary survey using the nine survey cities (as per attached). The lead dispatcher position will be used as the benchmark for the survey, provided that any city that does not have lead position shall use the dispatcher position and any training incentives received as part of the base. The survey shall be based upon total compensation including salary and limited to , employee contribution to PERS paid on behalf of employee by employer, employer's health insurance premium, deferred compensation and any comparable incentives. The survey will be based upon salaries in effect as of November 5, 2008.

Article 1.4

Effective the first pay period in which April 1, 2009 falls, employees will receive a cost of living adjustment based upon the January 15, 2009 CPI-W (San Francisco-Oakland-San Jose) with a minimum of 3% and a maximum of 5%

Article 1.5

Effective the pay period in which July 1, 2010 falls, salaries will be adjusted to the median of the survey (survey to be conducted in accordance with Article 1.3), if General Fund revenues increase by at least 1%. General Fund revenues will be compared using audited revenues for June 30, 2008 and June 30, 2009. If General Fund revenues to do not increase by at least 1%, then the LPDA and the City of Lodi will reopen negotiations with regard to salary.

Article 2.10 d

Amended to read as follows:

~~Every effort shall be made to avoid the cancellation of scheduled holidays, holidays shall be cancelled in part or fully only as a last resort~~

Article 4 Incentives

Jailer-Dispatcher Incentive

Effective the pay period in which November 6, 2008 falls, employees who are classified as dispatcher- jailers will receive a special pay incentive of 2%. The special pay incentive will remain effective for the duration of time that the employee is classified as a jailer dispatcher. The special pay incentive of 2% will remain effective for the duration of the time that the employee is classified as jailer-dispatcher.

FET Incentive Pay

FET incentive pay will be increased to \$125 per month effective November 6, 2008 and \$150 effective April 1, 2009. The Latent Print Examiner classification will receive the same incentives as FET.

Effective November 6, 2008 employees who have either an AA degree or Intermediate POST certificate will receive \$50; on July 1, 2010 this will be increased to \$75. Employees who have received a BA degree or advanced POST certificate shall receive \$100 and will be increased to \$150 effective on July 1, 2010.. These amounts are not cumulative

Article XXXVI-Term

All other terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPDA agree that the term is November 6, 2007 through April 30, 2011.

Miscellaneous

If any employee of the City receives an enhanced retirement benefit during this contract, the contract shall be reopened for negotiating the same benefits.

This Tentative Agreement only represents the tentative agreement of the negotiating parties. In order for it to become binding and effective it must first be approved by the Lodi City Council and the membership of the Lodi Dispatchers Association.

LPDA

THE CITY OF LODI, a municipal
corporation

By: _____

By: _____
James Krueger, Deputy City Manager

By: _____

By: _____

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING THE MEMORANDUM OF UNDERSTANDING
WITH THE LODI POLICE DISPATCHERS ASSOCIATION

=====

WHEREAS, representatives from the City of Lodi and Lodi Dispatchers Association (LPDA) have bargained in good faith for the purpose of amending certain articles of the Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby amend the MOU as follows:

Article I-Salary

1.2 Removed and replaced as follows:

Effective the pay period in which November 6, 2008, falls, employees will receive a salary adjustment to the median on a salary survey of the nine cities used by the Lodi Police Officers Association based on salaries as of October 6, 2008.

1.3 Removed and replaced as follows:

The City shall conduct a salary survey using the nine survey cities. The lead dispatcher position will be used as the benchmark for the survey, provided that any city that does not have lead position shall use the dispatcher position and any training incentives received as part of the base. The survey shall be based upon total compensation including salary and limited to employee contribution to the Public Employees Retirement System paid on behalf of employee by employer, employer's health insurance premium, deferred compensation, and any comparable incentives. The survey will be based upon salaries in effect as of November 5, 2008.

1.4 Added:

Effective the first pay period in which April 1, 2009, falls, employees will receive a cost of living adjustment based upon the January 15, 2009, Consumer Price Index (CPI-W) of San Francisco-Oakland-San Jose with a minimum of 3% and a maximum of 5%.

1.5 Added:

Effective the pay period in which July 1, 2010, falls, salaries will be adjusted to the median of the survey (survey to be conducted in accordance with Article 1.3), if General Fund revenues increase by at least 1%. General Fund revenues will be compared using audited revenues for June 30, 2008 and June 30, 2009. If General Fund revenues do not increase by at least 1%, then the LPDA and the City of Lodi will reopen negotiations with regard to salary

Article 2.1 Amended to read as follows:

Holidays shall be cancelled in part or fully only as a last resort.

Article IV-Incentives

Added as follows:

Jailer-Dispatcher Incentive

Effective the pay period in which November 6, 2008, falls, employees who are classified as dispatcher-jailers will receive a special incentive of 2%. The special pay incentive of 2% will remain effective for the duration of the time that the employee is classified as jailer-dispatcher.

Field Evidence Technician (FET) Incentive Pay

FET incentive pay will be increased to \$125 per month effective November 6, 2008, and \$150 effective April 1, 2009. The Latent Print Examiner classification will receive the same incentive as FET.

Effective November 6, 2008, employees who have either an AA degree or Intermediate POST certificate will receive \$50; on July 1, 2010, this will be increased to \$75. Employees who have received a BA degree or advanced POST certificate shall receive \$100 and will be increased to \$150 effective July 1, 2010. These amounts are not cumulative.

Article XXXVI-Term

36.1 Removed and replaced as follows:

All other terms and conditions of this MOU shall continue in effect during the term of this MOU. The City of Lodi and LPDA agree that the term is November 6, 2007 through April 30, 2011.

Miscellaneous

If any employee of the City receives an enhanced retirement benefit during this contract, the contract shall be reopened for negotiating the same benefits.

Date: February 20, 2008

=====

I hereby certify that Resolution No. 2008-____ was passed and adopted by the Lodi City Council in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Establishing Policy for the Ranking of Community Development Block Grant Applications

MEETING DATE: February 20, 2008

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Adopt Resolution Establishing Policy for the Ranking of Community Development Block Grant Applications

BACKGROUND INFORMATION: On February 12, 2008, Community Development Department staff presented to the City Council a proposed scoring matrix for the ranking of CDBG applications from community-based organizations.

From the Council's comments at that meeting, Staff is bringing back new ranking options for review and action from the City Council. Staff is proposing that the Council choose from the following two options for evaluating potential projects:

Option A: Score all projects, but emphasize capital projects.

Staff will use the ranking criteria presented on February 12, but will award bonus points to "bricks and mortar" projects. All applications received will be scored using the ranking criteria, but presented to Council in categories (e.g., those scoring in the top twenty percent). Staff will make clear to all applicants in the 2009-10 funding round that public service or operations funding requests will not be considered.

Option B: Score only those projects that meet threshold requirements.

The threshold will require considered projects to be capital projects, eligible for CDBG funding, and realistically allow for all funds to be spent within two years of the award date. Staff will assess likely expenditure of funds based on whether the project design is completed, other funds are committed, and the construction schedule accounts for adequate time for permitting and weather delays. This will ensure that the City continues to meet its timely expenditure of funds requirement to continue receiving CDBG funding.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

Randy Hatch
Community Development Director

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL ESTABLISHING
POLICY FOR THE RANKING OF COMMUNITY DEVELOPMENT
BLOCK GRANT APPLICATIONS

=====

WHEREAS, on February 12, 2008, Community Development Department staff presented to the City Council a proposed scoring matrix for the ranking of Community Development Block Grant (CDBG) applications from community-based organizations; and

WHEREAS, based on Council comments, staff proposed two ranking options for Council review at its meeting of February 20, 2008: Option A (score all projects, but emphasize capital projects) and Option B (score only those projects that meet threshold requirements).

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby establish the policy for ranking CDBG applications (Option ____), as shown below:

Option A: Score all projects, but emphasize capital projects

Staff will use the ranking criteria presented on February 12, but will award bonus points to “bricks and mortar” projects. All applications received will be scored using the ranking criteria, but presented to Council in categories (e.g. those scoring in the top 20%). Staff will make clear to all applicants in the 2009-10 funding round that public service or operations funding requests will not be considered.

~ OR ~

Option B: Score only those projects that meet threshold requirements

The threshold will require considered projects to be capital projects, eligible for CDBG funding, and realistically allow for all funds to be spent within two years of the award date. Staff will assess likely expenditure of funds based on whether the project design is completed, other funds are committed, and the construction schedule accounts for adequate time for permitting and weather delays. This will ensure that the City continues to meet its timely expenditure of funds requirement to continue receiving CDBG funding.

Date: February 20, 2008

=====

I hereby certify that Resolution No. 2008-____ was passed and adopted by the Lodi City Council in a regular meeting held February 20, 2008, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation and Recommendation Regarding Allowance of Parking of Class A Light Duty Tow Trucks, Which are on the Lodi Police Rotational Tow List, in Residential Areas in Advance of a Proposed Ordinance

MEETING DATE: February 20, 2008

PREPARED BY: David Main, Interim Chief of Police

RECOMMENDED ACTION: Consider an amendment to the existing Lodi City Ordinance 10.52.050, to allow for the parking of Class A Light Duty Tow Trucks, which are on the law enforcement rotational tow list, in residential areas.

BACKGROUND INFORMATION: This is the initial presentation of an issue addressing a tow truck exemption. The Lodi Police Department, California Highway Patrol, as well as the San Joaquin County Sheriff's Department, depend on quick and timely response from tow companies for clearing roadways of collision scenes as well as for impounding of vehicles towed pursuant to an arrest in the field.

Tow Vehicles are classified in four (4) different categories:

- | | |
|-------------------------------|---|
| 1. Class A – Light Duty | Gross Vehicle Weight Rating of at least 14,000 pounds |
| 2. Class B – Medium Duty | Gross Vehicle Weight Rating of at least 26,001 pounds |
| 3. Class C – Heavy Duty | Gross Vehicle Weight Rating of at least 48,000 pounds |
| 4. Class D – Super Heavy Duty | Gross Vehicle Weight Rating of at least 52,000 pounds |

There are currently six tow companies on the Lodi Police Department rotation list with a total of twelve Class A light duty trucks operated in the City of Lodi. These trucks are often taken home by drivers so they can respond to calls for service after hours quickly.

In 2006 the Lodi Police Department ordered approximately 2,500 vehicles towed, most of which were either involved in a collision, towed as a result of an arrest, or the driver was unlicensed or had a suspended license. The City of Lodi has a contractual agreement with all tow companies on police rotation requiring them to respond to police department requests for service within 20 minutes. This minimum time requirement was established to minimize the time officers have to wait for responding tow trucks. The time requirement also allows for a quicker response to accident scenes where intersections may be blocked. It is imperative that tow companies respond safely and quickly and limit the time officers in the field have to wait for tow trucks.

APPROVED: _____
Blair King, City Manager

Presentation and Recommendation Regarding Allowance of Parking of
Class A Light Duty Tow Trucks, Which are on the Lodi Police Rotational Tow List,
In Residential Areas in Advance of a Proposed Ordinance
February 20, 2008
Page Two

The current City Ordinance does not allow for vehicles with a Gross Vehicle Weight Rating over 10,000 pounds to be parked in a residential area. There is currently no exemption listed in this ordinance allowing for on call police rotation tow trucks to park in residential areas.

If this amendment is not approved, tow truck drivers would have to first drive to their shops, obtain a truck, and then respond to the scene. This would result in unnecessary delays requiring officers to stand by and wait for tow trucks, taking them away from more pressing duties. Such delays could increase the stand by time to as much as 20 to 30 minutes depending upon where the driver lives. This equates to a total of approximately 800 additional hours that officers would have to stand by and wait for tow trucks. This not only impacts the Lodi Police Department, but the California Highway Patrol and the San Joaquin County Sheriffs Office, both of which use our rotational tows.

With the limited resources as well as the expansion of the City boundaries, staff recommends that City Ordinance 10.52.050 be amended, as attached hereto as Exhibit A, to exempt Class A, light duty, Rotational Tow Trucks from this ordinance, to the extent the trucks are actually on call.

FISCAL IMPACT: None

FUNDING AVAILABLE: N/A

David J. Main
Interim Chief of Police

JJA:slc
Cc: City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
AMENDING CHAPTER 10.52, "REGULATION OF COMMERCIAL VEHICLE
TRAVEL AND PARKING," BY REPEALING AND RE-ENACTING SECTION
10.52.050 RELATING TO PARKING RESTRICTIONS

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Chapter 10.52 "Regulation of Commercial Vehicle Travel and Parking" is hereby amended by repealing and re-enacting Section 10.52.050 relating to Parking Restrictions and shall read as follows:

10.52.050 Parking Restrictions.

A. It is unlawful to park a commercial vehicle exceeding a maximum gross vehicle weight rating (GVWR) of ten thousand pounds on any street in a residential district. For the purposes of this section, "residential district" means residentially zoned areas designated by the city zoning code (any "R" district) and includes schools, parks, playgrounds, community centers, churches, museums, golf courses (excluding miniature golf courses) and similar recreational uses of a noncommercial nature, and public utility service buildings where they are located in a residential district.

B. It is unlawful to park a commercial vehicle exceeding a maximum gross vehicle weight rating (GVWR) of ten thousand pounds on any street in a commercial or industrial zone except where specifically signed to allow commercial vehicle parking between the hours of seven p.m. and seven a.m. unless otherwise indicated. This subsection shall remain in effect until January 1, 2003, or until a private parking lot is developed or located in or near the city limits, at which time subsection C of this section shall become effective.

C. It is unlawful to park a commercial vehicle exceeding a maximum gross vehicle weight rating (GWR) of ten thousand pounds on any street in a commercial or industrial zone.

D. This section shall not prohibit parking of commercial vehicles in the process of being loaded or unloaded.

E. This Section shall not prohibit parking of Class A – Light Duty Tow Trucks, as defined by the California Highway Patrol, in residential areas where such trucks are actually on-call to provide emergency towing to any law enforcement agency pursuant to their rotational tow lists. Trucks parked pursuant to this exception must comply with the following requirements:

- 1) trucks may not be maintained or cleaned on site; and
- 2) operators must maintain for 3 months and produce, upon request, contemporaneous written logs reflecting which operators are on call at a particular time.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner, which imposes upon the City, or any officer, employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of all liability for damages, except as otherwise imposed by law.

SECTION 3 - Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect thirty days from and after its passage and approval.

Approved this ____ day of ____, 2008

JOANNE L. MOUNCE
Mayor

Attest:

RANDI JOHL
City Clerk

=====

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held February 20, 2008, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held ____, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$30,510.66).

MEETING DATE: February 20, 2008 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: That the City Council approve for payment expenses incurred by outside Counsel/Consultants related to the Environmental Abatement litigation in the total amount of \$24,845.37, and various other cases being handled by Outside Counsel in the amount of \$5,665.29.

BACKGROUND INFORMATION: Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn; Kronick, Moskovitz, Tiedemann & Girard and Miscellaneous Invoices for services incurred relative to the Environmental Abatement Program litigation and various other matters that are currently outstanding and need to be considered for payment.

Folger Levin & Kahn - Invoices Distribution

Matter No.	Invoice No.	Date	Description	Water Acct. Amount
8002	106606	12/31/07	City v. M & P Investments	12,558.10
Total				\$12,558.10

Kronick Moskovitz Tiedemann & Girard - Invoices Distribution

Matter No.	Invoice No.	Date	Description	100351.7323
11233.026	236856	01/25/08	Lodi First v. City of Lodi	4,139.49
11233.029	236856	01/25/08	AT&T v. City of Lodi	397.80
11233.030	236856	01/25/08	Water Supply Issues	1,128.00
Total				\$5,665.29

MISCELLANEOUS

Invoice No.	Date	Description	Water Account Amount
71185	11/1/2007	Bridge City Legal	2,391.38
71332	12/1/2007	Bridge City Legal	1,699.40
105018	12/1/2007	San Francisco Legal	615.57
880001	12/1/2007	Harry A. Cannon	1,629.09
831	12/1/2007	Benchmark Video	1,059.25
880801	01/01/08	Harry A. Cannon	1,932.08
839	12/01/07	Benchmark Video	1,310.50
			\$10,637.27

APPROVED: _____

Blair King, City Manager

JAMS Mediation Services			WaterAcct
0001398647-110	1/31/2008	State of Calif.v.M&P Invest.	1,650.00
Total			\$1,650.00

FISCAL IMPACT: Expenses in the amount of \$5,665.29 will be paid out of the General Fund and \$4,139.49 billed to Walmart for City's defense of the Lodi First litigation. The remaining expenses will be paid out of the Water Fund.

FUNDING AVAILABLE:

Water Fund	\$24,845.37
General Fund	\$ 5,665.29

Stephen Schwabauer, City Attorney

Approved: _____
Kirk Evans, Budget Manager